



AGENDA  
CITY COMMISSION MEETING  
COMMISSION CHAMBERS, CITY HALL  
MONDAY, MAY 23, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. MAYOR'S AWARD

4. PRESENTATIONS:

A. Combat Wounded Parking Sign - by Bill Gearing with Lake & Sumter Counties Chapter of the Military Officers Association of America (MOAA)

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 12, 2015
2. Regular meeting held May 9, 2015

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 2 to an existing professional services agreement with Moore, Stephens, Lovelace, PA extending the term of the agreement for financial audit services; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an annual fixed unit price agreement with Otto Environmental Systems (NC), LLC for 95-gallon poly mobile refuse containers; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Cardiff Construction for the construction of a restroom building in Berry Park not to exceed \$117,099.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Supplemental Joint Participation Agreement #2 with FDOT for the Taxiway A Extension and Seaplane Ramp Project; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg Florida, authorizing the Mayor and City Clerk to execute an Agreement with Florida Gas Transmission Company LLC, for Firm Transportation Service; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to create a Code Enforcement Administrative Assistant 1 (Police Department) position; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to adjust the paygrade on the Street Supervisor position from a 123 to a 127; and providing an effective date.
5. A Resolution of the City Commission of the City of Leesburg, Florida, Approving an Interlocal Agreement with Other Governmental Participants for the purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants; Providing for an Effective Date.
6. Resolution of the City Commission of the City of Leesburg, Florida, approving an Interlocal Agreement with Lake County, Florida regarding Hosting Professional Fishing Tournaments at Venetian Gardens; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

- A. Second reading of an ordinance amending Section 25-283 to allow Sidewalk Cafe extension development in the Central Business District.
- B. Second reading of an Ordinance incorporating new parcels into the boundaries of the Community Redevelopment Agency for the Caver Heights/Montclair Area.
- C. Second reading of an Ordinance Amending Ordinance No. 15-49, pertaining to the Redevelopment Agency for the US Highway 441 & 27 Area, to Specify the Base Year for Computation of the Tax Increment Revenues on Parcels of Real Property within the CRA.

7. INFORMATIONAL REPORTS: None

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION MEETING  
MONDAY, OCTOBER 12, 2015**

The City of Leesburg Commission held a regular meeting Monday, October 12, 2015, in the Commission Chambers at City Hall. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone  
Commissioner John Christian  
Commissioner Jay Hurley  
Commissioner Dan Robuck  
Mayor Elise Dennison

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Public Works Director DC Maudlin gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

PRESENTATIONS:

**2040 LONG RANGE TRANSPORTATION PLAN**

By TJ Fish, Executive Director of Lake Sumter MPO

Mr. Fish stated this process is federally required and is a healthy exercise for them to look out long term in the future of transportation in our region, Lake and Sumter Counties; serving 420,000 people. Long range plan is required; looking out to 2040, so this is an update of the 2035 plan from five years ago. Basically, by doing this plan all projects are eligible for federal and state funds, which is very important and we look at perceived needs with public involvement and had various elected officials, staff members, and citizens involved on a listing of projects needed, but then we also have to make it cost feasible. Once the plan is adopted, every year they do a list of priority projects and that is where the funding comes in to play because DOT has to use that list of priority projects when they make their funding decisions. On the financial plan, they have to take in certain factors which are required and basically look out to project that in a five-year period are anticipating between 75 to 80 million dollars to be shared every five years between the two counties. Also, in Lake County they look at local impact fees, which are a big component for new road capacity; sales tax, and the fuel tax are used not for new roads but for maintaining existing roads. They really do not have control over local streets, but do get involved in regionally significant county roads, 470 being a very important one. Looking in the future, dependent upon funding becoming available, right now the three projects they would be requesting strategic inter-level system funding for are a new interchange plan over in Sumter county on I-75, improvements to US 27 in Groveland, just south of the turnpike on the way into Leesburg, and then also the 27 / 19 interchange in Groveland with the turnpike.

CR 470 is being treated special because we are looking for that to be converted in the future to a state road instead of a county road and therefore, DOT will fully fund the plan improvements. The State has been compelled because of the connectivity of I-75, US 301, the Turnpike, and US 27 (Leesburg) that they see why 470 is a candidate to become



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a state road. Right now as far as Leesburg is concerned they are putting focus that even if they got to build just a piece of it as a four lane, they would like for that to be over by the Turnpike, at the commerce park, and get that whole area prepped for economic development from the transportation standpoint.

The intersection at Dixie and 27 is a huge one on the list and he wants to emphasize that it is still in the plan to six lane 441 through town, but we have looked at that one compared to all the other priorities and it is one that at the moment is going to be an outer year project. But, whenever the City of Leesburg feels like it is seeing the need to go ahead with this, we can always go back and adjust the priority list to see if it can be moved up. It is in the plan, it is cost feasible, but it is just not going to be happening any time soon.

Mr. Fish asked for any feedback as to Leesburg as the plan is now going out at the end of this month as an official draft document for public review and then on December 9 the MPO governing board will be asked to approve and hand it over to DOT and the federal highway administration for their review.

Mayor Dennison asked if the 441 road widening will be done after Leesburg moves the utilities or can it be combined with the MPO's project.

Mr. Fish stated typically the local government does the utility relocation and then DOT sends in their contractor to do the road widening. They are treated as two separate contracts for pragmatic reasons, but that is something that could be explored with DOT.

Commissioner Robuck stated with the planning so far out, he knows we do not necessarily need it widened right now, but if we said tomorrow we are ready to move our utilities and that will take us two years, what is the time frame. His concern is if we tell you in 10 years we actually need it, it is going to be 20 years.

Mr. Fish stated he understands that concern and really the number one step in this plan is to make sure it is in there as a cost feasible project; which it is. Step two will be where is it on the MPO priority list for funding, which is an annual process and it fluctuates; it has been higher at certain times and right now is kind of mid-level priority. The situation with funding through the State continues and right now they are getting tighter than they have been and there is a statute of how much funding per county based on population they can allocate to projects. Right now the situation is a very lean five-year program, but some big projects like Wekiva Parkway will be rotated out of the program over the next couple years, so we will see new projects funded and this could be one of them. We are just in a wait and take whatever advisement you give us as a Commission and use that as far as the prioritization process to ask for those funds when the city is ready.

Commissioner Bone stated at the last MPO meeting he attended it sounded like the project was shovel ready, just waiting on Leesburg and it looked like it was listed a little higher up on the ready to go list. He asked if maybe it has been bumped down because Leesburg is not ready.

Mr. Fish stated the plan is a little bit different document than the priority list; the priority list is what DOT uses annually. The plan is kind of a shell game to make sure we get all

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the projects possible into the cost feasible plan and then can move them around anytime once in the plan. It was shoved it out to a later year, not that it is going to stay there, but we want to show 470 higher because the State is being responsive on converting it to a State road.

CM Minner stated at one time the 441 project was in the five-year cycle, but it got bumped out sometime between 2008 to 2010. The realignment project has about six million dollars of utility cost that Leesburg would need to absorb and the concern the Commission expressed to him was Leesburg does not want to be in a position to hold up a project. He stated right now, today, 2015, there are three major projects that are at MPO level that really affect Leesburg which he thinks as an organization we want to make sure get emphasis: 1) the 470 realignment project; 2) the intersection at Dixie and 27; and 3) the 441 widening.

Commissioner Christian stated he was here in 2008 and it was delayed because someone else recommended a bad policy and there was no cash in the utility department. The city basically told DOT our bond rating went down and the cash was gone; the economy in 2008 was not the best. He thinks we still do what is best for Leesburg and agrees with Commissioner Robuck that we do not want to come 10 years from now when it is needed because right now the road bottlenecks there at 5:00, between 3 and 4, and 8:00 p.m.; ride through at 11:00 p.m. and you make it through with ease. He kind of agrees with staff on the 470 priority, but is not jumping up and down to widen 441 right now.

Mayor Dennison asked when does the 470 project start going because right now that really is important to Leesburg.

Mr. Fish stated the way they have approached this is that Lake County has already studied and designed it. Where we stand at this moment is that DOT, because of Lake County doing that work, they cannot put federal funds to it, but they can State funds. We have communicated to them, and most recently at the task force meeting, that we want to focus at commerce park on getting this road constructed as soon as feasible. He stated the fact that this has been designed is encouraging and that we have some of the road way is encouraging, but to get the construction funds, we are still looking at possibly a five to ten year project depending on the funding.

Mayor Hurley asked who do we have to light the fire cracker under in the county for 470 and Mr. Fish replied one issue for Lake County is their program is completely dependent on impact fees and the impact fee collections are rather low right now.

Commissioner Robuck stated he certainly agrees with the whole priority, 441 is at the bottom of our three, but hopefully you come away with the idea now that Leesburg is no longer holding that up. He does not like hearing the Chamber of Commerce give a presentation saying it has a shovel ready project, but cannot be done because Leesburg does not have the money.

CM Minner stated he thinks if Mr. Fish walked out of his office with one thing, it was Leesburg is not holding this up anymore and we need to make that clear.

Mr. Fish stated Leesburg is not the obstacle here whatsoever.

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Commissioner Hurley agrees with the list, but does not want this to get pushed backed to be actually completed in 2030 because the Villages are coming into Fruitland park now. The city just did a wonderful gateway, it is going to bring groves of people out, so yes we need to get all three of our projects done.

Commissioner Bone stated maybe he misunderstood, but his distinct impression from the MPO meeting was that the 441 project was ready to go, Leesburg was not ready, it was up there around number four on the list, and it was basically presented to the MPO in a way to say Leesburg is not ready so who else wants to use this money that would be going to Leesburg to fix this road and you will be bumped up the list. He stated he totally disagrees with the way this is being presented tonight; that is not how it was presented at the MPO meeting and does not sound like how it was mentioned at the Chamber meeting either.

Mr. Fish stated he is responsible for any comments relative to Leesburg that were made because the process was looking at two pieces of 441; part in Leesburg and part in Mt. Dora which is still under design, it is not shovel ready. The question was from the timing standpoint, which one is going to happen first and based on feedback it looks like Mt. Dora maybe the one to move up ahead of Leesburg. He stated any comments he made about Leesburg's role, bear in mind that this goes back to a previous administration where we were formally requested to lower it on the priority list, and that has kind of been the status for about four or five years now. DOT continued over a three year period to buy all the right of way that was needed to make that project shovel ready and the big questions is what now enters the five year program.

Mr. Fish stated he appreciates the feedback from this Commission and wants to be able to come back and deliver good news to Leesburg in the future and that is what the MPO is really here for; working for Leesburg.

### **VENETIAN GARDENS SPLASH PAD PROJECT UPDATE**

By Public Works Director (PWD) DC Maudlin

PWD Maudlin stated at the last meeting we spoke about 1) the location of the splash pad, whether it should be farther north towards Dixie or farther south, and then 2) the rest room plans, whether we should build new or renovate the existing. Based on that staff developed three options: 1) north location with new restrooms, which if you go north you have to have new restrooms anyway, 2) south with new restroom, and south renovating the existing restrooms, and 3) that a little caveat of all the options looked at would include some degree of renovating the existing facilities.

With the north option, we turned the parking lot around so that people exit onto the double drive, and this plans also shows a new restroom facility. In the southern option, we rotated the seating area away from the large existing pavilion. As with Bennett's idea, staff does like having an option of coming out of the parking lot and not having to make a left turn onto Dixie. In comparing the two options, the north location obviously has the best visibility from Dixie Avenue, the proximity to Rogers Park and the existing facilities; Kids Korner not as good and between the two options staff considered that a negative. The northern option does eliminate quite a bit of open space and you also lock yourself into what turns out to be the most expensive option, which is building a new

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facility. The southern location, basically all these negatives kind of flip over into positives; closer to Rogers Park pavilion and Kids Korner, preserves the open space and it still maintains the option at least of having a less expensive renovation.

Looking at the restroom option, staff considered whether to build new restrooms or renovate existing. Possible location for the new restroom, if staying at the southern location, then this is probably not where we want to do it because it will be built right in front of the view we are trying to preserve; so might actually want to search for another option. He showed a picture of what that bathroom facility would look, 27 x 29, has five women's toilets, one toilet for men and two urinals which is the minimum code requirement. With this southern location in renovating the existing facility staff looked at a couple of different options: 1) renovating and expanding in the pavilion area to meet the code requirement, and 2) renovating the existing facility. For the men's side, the code requirement is one water closet and two urinals; right now we have two water closets and one urinal, which might even be considered one step better than code, and then the five stalls on the woman's side. On all options the existing roll down garage type door is removed and better doors that open are installed. The plan for the pavilion restrooms, is essentially the existing restrooms are just quite not big enough to meet code requirements, so will need to be expanded just a little bit and would take that space out of the existing kitchen area. Would probably take out the stove, which is a code issue, and install a refrigerator and possibly an ice machine. He thinks most people would probably be more appreciative of the ice machine instead of having to bring in coolers.

The existing restroom facilities are structurally pretty sound, in pretty good shape, and centrally located. Staff has estimated to rehab the existing masonry, current bathroom facility is about \$80,000, renovate the pavilion about \$50,000, and to be honest at this stage that could be \$90,000 and \$40,000; estimates are just not that accurate yet. If we construct new restroom facility, we get a chance to pick the location, put it where we want, and to construct a new building the architect says it is between \$200,000 and \$220,000. To build new, we would still want to rehab the existing one a little bit.

Existing funding available out of the FY 15 budget is \$500,000 budgeted for the apartments; \$200,000 for the parking lot; and \$300,000 for the splash pad. Spent \$469,000 to purchase the apartments, spent \$118,000 on demolition, and a design engineer contract for \$44,000. Left right now in the budget is \$369,000 and there is \$300,000 and \$150,000 in the FY 16 budget for a total of \$819,000. This puts the shortfall at about \$260,000.

He stated staff's recommendation is to locate the splash pad at the southern location near the Rogers Park pavilion, retain the large open pavilion and orient it so the seating area is off to the south. Renovate the existing facilities, install three stalls on the women's side, and renovate the pavilion restrooms. Staff would also like to authorize refurbishment of the pavilion and the landscaping additions and to do that, this actually provides about a \$24,000 contingency just in the project.

Commissioner Hurley asked why the bathrooms are so expensive.

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PWD Maudlin stated this is the number received from the engineer from a recent construction where they built a very small two-hole facility in Tavares for just over \$80,000. This will be a 20 by 30 building which is essentially all mechanical fixtures.

Commissioner Hurley stated it is a 20 by 30 building with some toilets and sinks; they are not \$10,000 apiece.

PWD Maudlin stated he hopes the number is high and frankly, they are inclined to give a high estimate because they do not want to come back later and say they were below the number by 50%; at this stage of the estimating that is what he knows. If you take for example, put the building up on the hill, they have to run all the lines down assuming we can use the existing lift station and whether or not we will have to increase the pumps and the size of the well at the lift station he does not know yet.

Commissioner Robuck stated he would certainly in the future appreciate it if they could get these ahead of time because he likes to go out on the site.

PWD Maudlin apologized and stated he was working with the engineer, hoping for better numbers than what was given and kept holding it until he finally gave up which was about noon today.

Commissioner Robuck asked if any of these plans have access from anywhere other than Dixie. He has some reservations about having only one entrance and access from Dixie; especially with doing the complete streets.

PWD Maudlin stated the one area he did not point out is he thinks we might end up with the entrance at Dixie being a right in / right out only, with no left turns. If we end up doing that this road will come around the pavilion building and will exit into the parking lot that comes right off 9<sup>th</sup> Street.

Commissioner Robuck asked why not move all the access off Venetian Isles or the double road. He does not like the access off Dixie with it being such a busy road, talking about complete streets and doing landscaped medians; he is worried this is going to impact our flexibility.

CM Minner stated when staff visited with each of you out at the site, one of the things we tried to incorporate from Bennett's design was dual access. From a staff point we are looking at financial levels, looking at feasibility levels, and trying to make do with what we have, and then still turn out a nice product; hence the recommendation. The dual access in this case was an entry from the apartments and then an exit out of city owned parking lot back on 9<sup>th</sup> Street. So, instead of an east/west dual access it was more a north/south access. Other issues we pointed out here that we thought were restrictive, not that it is a bad design, but the cost increases for: 1) the parking lot along Dixie, may have some additional costs to build that up because we have significant drop off in that area and about three or four feet needed to bring that up to make the parking lot work; 2) the bathroom concept; and then 3) closure of that road and consideration of how we bring in the amount of traffic coming off Dixie and then feed it back through to Palmora Park, so thought there may be some ingress/egress issues. If this evening the Commission wants to go with putting the parking lot up at the front he would like to take another week or so

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to figure out what the costs would be because there will be some additional construction costs on that parking to deal with because of the elevation shift.

CA Morrison interjected as someone who drives that road frequently, he will not go out that double road if he has to go left on Dixie because you absolutely cannot see. If you go out the other side, you come out to a light and can then either turn left or right.

Commissioner Robuck stated he has some concerns with this pavilion if you are talking about demolishing those restrooms; are we not going to trigger having to bring that whole building up to code, which is not doable but not at \$40,000.

PWD Maudlin stated he has had a couple conversations with the building official and does not think that will be a problem.

CM Minner stated essentially what would trip that is if we do more than 30% of the value of the building. Staff is estimating the value of that building to be about \$300,000; so the improvement value we are putting in there is in the \$100,000 ballpark.

Mayor Dennison asked what staff needs from the Commission tonight.

PWD Maudlin stated he would like consensus that we are going to go with this south location and then renovate the existing facilities and the budget adjustment.

Mayor Dennison stated when they met she mentioned not liking the original pass through on the parking lot because she foresaw a lot of accidents there are the bend of Dixie. She thinks what was talked about tonight is more doable and also thinks that leaving it on the south end of the park because of the existing facilities makes a lot more sense.

Commissioner Hurley stated he is going to vote no on both because he cannot imagine spending \$150,000 to put in new toilets and adding on to the old bathroom and is not going to vote on \$220,000 to build a new bathroom; that is just crazy. He personally liked it a little further north and at this point just cannot really support either one; he needs to go back out and walk it again.

Bennett Walling stated he looked at this from a marketing point of view for Leesburg and wants to make sure that when we do this, because we have done so many things and when you have an idea, you present it to staff and then they do what they want that sometimes the whole idea of what we are trying to do with Leesburg is lost in the mix. Before we select this absolute perfect position for this, it might be worth us to get a landscape consultant or a PR guy to look at it from the point of view that how we are going to get the best bang for our buck to draw youth to our area so it is fully utilized. He thinks this is a great plan but does not like it being that far from the road because driving through Leesburg, if not familiar with the area, they are not even going to see it and this could be a big asset to Leesburg. He is also concerned with how things are located in Leesburg from time to time by a design pre-maintenance problem. One problem we have had with the public restroom is its location, kind of hidden, and it does not discourage bad activity. It would be nice if the restrooms are situated in a location that would make it easy or convenient for Police or Fire to get to. He would just encourage the Commission to take a step back and make sure we do this right.



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Commissioner Christian stated he does not want people to think this is the Commission's first time seeing this concept; it has been worked on for quite a while. Commission met with staff on site and they threw out many proposals of where to put the splash pad, and restrooms, to renovate the facility or build a new one. He thinks Bennett has a great idea and maybe staff can get with Amy and the Center of Arts to put something on that corner to let people know this is a kids' area; a sign or picture of kids playing, etc., something to catch the eye.

CM Minner stated the two driving forces here are the need for a restroom facility and the budget parameters. From the homework staff has done and the one on one conversations, if the Commission desires to move the splash pad to the north we are going to have to deal with the existing facilities, demolition, remodel, new construction and all those things which will probably add another \$500,000 to this project. If the Commission so desires, staff will find the money or if we are being driven by budgets and existing facilities then we come back with staff recommendation which is a good location. We work within budget and we are still confident you are going to get a good project.

Mayor Dennison asked if the Commission was ready to vote; north, south, or nothing.

Commissioner Hurley agreed with Commissioner Christian, this is not the first time the Commission has seen this, but for him to feel comfortable with his decision, he would like to at least walk through the trees one more time. This is supposed to be a presentation, not an agenda item, we were not supposed to come in here and vote on this. He gets frustrated when talking about this and he respects that staff has put a ton of work in to this, but it is not an extra \$500,000; you do not have to spend a million bucks to get dirt and bathrooms do not have to cost a quarter of a million dollars to build. So for a little bit of clarity and help some of us not so smart guys on construction time to understand this, he does not think it is bad to say give us another couple weeks and push this thing back just a little. He thinks Bennett brought up some great points and you can take away the criminal element to the bathrooms, but until you are holding the hand of a three year old who says I got go potty and you have to run, that is a problem. There are some factors here to look in to and he agrees with what the City Manager said, if you want to spend a little extra money to make it a better project for the next 30 years then he is willing to say okay if it justifies that, but he does not appreciate being pushed tonight for a presentation to discuss and digest and now has to make a vote.

Mayor Dennison stated the vote tonight was not to accept; the vote is to go north or south and to go get more information on the project. We are only talking about \$150,000 difference between north and south on the bathrooms and if it comes down to a lot bigger than that, then that will also influence where this is placed.

Commissioner Hurley stated to vote north or south depicts how we go with the bathrooms. He cannot vote because he cannot make up his mind and is just asking for a little more time to get a little more understanding from staff.

Mayor Dennison asked how much time he would like.

Commissioner Hurley stated he would like to come back in two weeks if that would be acceptable with the Commission. He thought tonight was just a presentation to help

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make a decision for what we could do and I would have time to vet that with some other people.

Mayor Dennison asked how the other Commissioners feel about this and all were in agreement.

Commissioner Christian asked if the presentation could be emailed to the Commissioners in the morning and PWD Maudlin replied yes sir.

Commissioner Bone ask if it would be possible to advertise so the Commission could meet on site for discussion.

CM Minner replied yes, if the Commission would like for staff to set up a special meeting at the park we can do that, absolutely.

Mayor Dennison asked if this could be set prior to the next Commission meeting.

Commissioner Christian asked if can staff can look at signs because there is no sign, and if going to spend a million plus dollars there is nothing to tell people what facility they are driving by.

CM Minner stated there is some signage weaved into those numbers.

### **CONSENT AGENDA:**

#### **Item pulled for discussion:**

#### **4.B.4 - Construction services agreement with Sack Roofing, Inc.**

Commissioner Bone moved to adopt the Consent Agenda except for 4.B.4 and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES: None

### **APPROVED**

Purchase request from Public Works Fleet Services Division for the purchase of five (5) each 2016 Ford Police Interceptor Utility vehicles to be assigned to the Police Department as marked patrol vehicles.

RESOLUTION 9681



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Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a fixed unit price agreement with Utility Technicians, Inc. for annual sanitary sewer manhole rehabilitation services; and providing an effective date.

### **RESOLUTION 9682**

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute change order no. 2 with Sawcross Incorporated for the Plantation Water Plant expansion for an amount of \$88,410.00; and providing an effective date.

### **RESOLUTION 9683**

Resolution of the City Commission of City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Reinstatement and Extension of Memorandum of Understanding, between the City of Leesburg and the Civil Air Patrol, and providing an effective date.

### **RESOLUTION 9684**

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Through-The-Fence Agreement, between the City of Leesburg and the Weir Condominium Hangars Association, Inc., and providing an effective date.

### **RESOLUTION 9685**

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with FDOT for maintenance of US 441 right of way from College Drive to CR 473; and providing an effective date.

### **RESOLUTION 9686**

Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a cable easement between the City of Leesburg and Embarq Florida, Inc., d/b/a CenturyLink for the purpose of granting to Embarq an easement to run its cables and other communications facilities to a cellular communications tower on City property, and providing an effective date.

### **ADOPTED RESOLUTION 9687 CONSTRUCTION SERVICES AGREEMENT WITH SACK ROOFING, INC. FOR THE MISPAH/SIMMONS APARTMENT COMPLEX ROOF REPLACEMENT PROJECT**

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT  
WITH SACK ROOFING, INC. FOR THE MISPAH/SIMMONS  
APARTMENT COMPLEX ROOF REPLACEMENT PROJECT AND

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AUTHORIZING AN EXPENDITURE ON THE PROJECT UP TO \$38,000.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian asked if the roofs on all four apartment buildings are leaking.

CM Minner stated no, but one is extremely bad. There are 12 units, 3 units per 4 buildings, and there is one apartment leaking badly that needs to get fixed. While we were out there one of the first things we cut from the projects budget was roof repair when we purchased the properties. This one, which he would label as a pretty significant leak from some internal reports he received from the field were some potentially some truss issues need to be dealt with and then leaking that came into the apartment. One apartment definitely needs fixing down to the decking. Since we cut it from the budget before, it is obviously the area that needs attention, so staff figured to get it all fixed now and taken care of.

Commissioner Christian asked if this is coming from the NSP budget. If the apartments are making money, why not use the profits to pay for the roofing? He stated his concern is in repairing the other roofs simply because one is leaking; the other three may be in good shape and have five more years. Are we spending money that we really do not need to spend?

PWD Maudlin stated staff did go out and look at all four buildings and he does not know when the next three will start leaking; could be later this year or next year. The contract allows us to award one, two, three, or all four buildings.

Commissioner Christian stated he likes knowing there is a discount for doing all four, but if he owns a building and it can go five or ten more years and not leak, if he is building his profit, who not use the profit received for the rental income. He just wants to know if staff has looked at the other three and said we need to do it or it can wait.

PWD Maudlin stated they did look and it could be another two or three years or it might be another two to three months.

CM Minner stated staff recommends getting them all done now and if the Commission wants to shift from the NSP 1 to the rental revenue, that can be done.

Commissioner Robuck asked when these were purchased and Housing Manager (HM) Ken Thomas replied he thinks it was back in 2010.

Commissioner Robuck asked if the city did an inspection on them and how we end up replacing a roof on a building we have only owned for a couple years.

CA Morrison stated they were a mess when they were purchased and the city went in and did a total rehabilitation on them, but not the roofs for budget reasons.

## **MINUTES OF THE CITY COMMISSION MEETING MONDAY, OCTOBER 12, 2015**

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CM Minner stated the way he understands the story, the city went in and did an evaluation on what needed to get done and it was a pretty considerable amount so staff then started cutting it down from there and one of the things that got cut was roof repair. We are coming back now saying okay we have a pretty big leak that needs to be repaired, we need to fix them all, we got a good number to do it, and we now have some rental revenue to pay for it.

Commissioner Robuck stated with future projects he would prefer to see the city take a more realistic look up front and not try to fit things into a budget. Let's be honest about the cost going forward.

The roll call vote was:

Commissioner Christian	No
Commissioner Bone	Yes
Commissioner Hurley	No
Commissioner Robuck	Yes
Mayor Dennison	Yes

Three yeas, two nays, the Commission adopted the resolution.

### **ADOPTED ORDINANCE 15-37 AMENDING A PUD ZONING UNDER THE PHASING SECTION 2.H.2 OF THE ZONING CONDITIONS ON APPROXIMATELY 650 ACRES (Renaissance Trails)**

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING A PUD (PLANNED UNIT DEVELOPMENT) ZONING TO ALLOW AN ADDITIONAL 48 MONTHS UNDER THE PHASING SECTION 2.H.2 OF THE ZONING CONDITIONS ON APPROXIMATELY 650 ACRES, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF COUNTY ROAD 48, AT THE INTERSECTION OF NORTH AUSTIN MERRITT ROAD, AS LEGALLY DESCRIBED IN SECTIONS 31 & 6, TOWNSHIPS 20 & 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Renaissance Trails)

Commissioner Bone moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

Commissioner Christian stated he had discussion with Greg and Dan and they talked about the four year automatic extension. He recommended and asked Greg, if he would do it in two years, if he would come back to the Commission and give an update on where they were with the project. He would like if the owner would be mandated to come back to the Commission with an update as to what has been done.

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Mayor Dennison stated in addition to that, during the first reading did not the Commission say 24 months; that we were not going for 48.

Commissioner John added and that they would come back with some automatic triggers.

Planning & Zoning Manager (PZM) Dan Miller stated yes, they had discussions with Mr. Beliveau of LPG who is representing the property and he provided staff with a list of triggers which they can pass out tonight.

Greg Beliveau stated in their meeting with Commissioner Christian, in lieu of the two year go ahead and do the four but in two years come before the Commission and update what has happened in that two year period. His client is good with that and they have provided a list of items that they would initiated one or more of these items within the next two years, as well as the fact that his client has picked up the property across the street. In the beginning, this property was actually three tracks, the property tonight is the property on the north side of 33, that actually included property across the street on the south side, but tonight you are only looking at the north side. Since then they have purchased property on the south side which used to be the Merritt track.

Commissioner Christian asked how many acres.

Mr. Beliveau stated it is several hundred acres and what they would like to do is possibly in the next two years, actually initiate a PUD on that piece which would be similar to what is going on this one. That would therefore either incorporate it within this PUD or be a standalone PUD as well, with mixed uses of similar type uses. It is also one of the things they want to look into because that was one of the parent tracks or part of the parent tracks of the original DRI and when it fell out, when the bank picked it up, the bank only picked up the north piece, not the south. They would be glad to come back in two years and either a) give a report or b) come before you with a PUD that says we are moving forward and here is what we are doing.

Mayor Dennison stated she would be happier though, this still reads 48 months; why does it not read 24 months.

Mr. Beliveau replied because they chatted and are okay with him being back here in two years within that 48 month period.

Mayor Dennison asked if this discussion was during the last commission meeting and Mr. Beliveau replied no, it was a side meeting. –

Commissioner Robuck thinks it is important to remember on projects this big, you are not going to get a whole lot done in 24 months. They have already shown some, we have used LPG for the city, and he is certainly far from free, so they are investing some money for this development as it is. He would love to see them do some of these things, but thinks really it is just more about the city being open to development; if we say no in 24 months, then they cannot do anything and nothing happens. They are promising that if they do something in two years then the city will give them two more because it will take more than two years to finish this.

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Mayor Dennison stated this says they have 48 months and you are saying that in 24 months they have to come back before the Commission.

PZM Miller stated currently the implementation of Phase 1 shall proceed in good faith within 48 months. We can change that to 24 months with the requirement that Mr. Beliveau come back with this list, and staff can add this language into the PUD, that states they will have one or more of these items completed; so it will be clear cut and there will be no confusion. This can be added as item H-3.

Commissioner Christian moved to add language as presented into the PUD as item H-3 and Commissioner Robuck seconded the motion.

Mr. Beliveau stated they would like to add in the option that they possibly initiate the PUD on the south side.

CA Morrison asked for clarification. Mr. Beliveau stated they have the option, one of the items in the list, is the initiation of the PUD on the south side; apply for PUD on the south side. It would be an automatic trigger to the extra two years with the initiation.

Commissioner Hurley asked if they want to add the PUD as a trigger and Mr. Beliveau replied yes, because there is a possibility they will be combined. If they are combined, then they automatically get new time because basically it would be wrapped into this one.

Commissioner Bone asked if that would have to come back before the Commission and Mr. Beliveau answered yes, and they have already changed the language per request on the multi-family.

The roll call vote on the first amendment was:

Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the amendment changing 48 months to 24 months with the addition of H-3 to the ordinance.

Commissioner Robuck moved to amend to remove multi-family as one of the permitted uses. He is not against multi-family in any PUD, but is against a blanket provision that says multi-family. He would like the petitioner to come back with specifics of what it is going to look like and actually give the Commission some input.

Commissioner Christian seconded motion.

The roll call vote second amendment was:

Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes

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Mayor Dennison                      Yes

Five yeas, no nays, the Commission adopted the amendment to remove multi-family ordinance.

The roll call vote on the ordinance as amended was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

### **ADOPTED RESOLUTION 9688 AGREEMENT WITH INTERNATIONAL C & C SIGN TO FURNISH AND INSTALL NEW WAYFINDING SIGNAGE**

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH INTERNATIONAL C & C SIGN TO FURNISH AND INSTALL NEW WAYFINDING SIGNAGE AND AUTHORIZING AN EXPENDITURE ON THE PROJECT UP TO \$44,941.21; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

CM Minner stated since the location and what goes on the signs was determined, staff received information from Beacon College that we failed to include them on a couple of these signs. The contract approved can move forward as this is not a change of cost, but we also wanted the Commission to approve the contract as well as getting Beacon College added on some of the signs. Staff met with the college believe we can easily accommodate their request; essentially two signs on Canal and 441, striking from the plans Burley Park. Right now those signs read Downtown, Library and Museum and we think we can get an extra line there that would read Downtown, Library, Museum, and Beacon College. Because the location and names were pre-approved, staff wanted to get the Commission to make the amendment as well as approve the contract and then we can move forward to get the signs installed.

Commissioner John thanked staff for adding the other things Commissioner Bone talked about, Susan Street and the African American Museum, but there is no Recreation Center listed.

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CM Minner stated that will be added in a separate sign location.

Commissioner Christian stated he is big on things the city owns and wants to make sure people are pointed in our direction. He stated everything is dedicated downtown and asked about Sleepy Hollow for those who come to town to play baseball because we also have some great facilities outside of downtown.

CM Minner stated for the Historic Museum, Gymnasium, and the Recreation department those will get a separate sign location on US 27. He would also recommend the same for Sleepy Hollow since these way finding systems are really downtown centric, that Sleepy Hollow would just be another sign we would need to direct somewhere out on 441.

PWD Maudlin stated that one will be a little tougher because it is on a state road but staff can work on that.

Commissioner Bone made motion to amend to add Beacon College on the four signs at the two locations and Commissioner Christian seconded the motion.

The roll call vote on the amendment was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the amendment.

The roll call vote on the original as amended was:

Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

**INFORMATIONAL REPORTS: None**

**CITY ATTORNEY ITEMS: None**

**CITY MANAGER ITEMS: None**

**PUBLIC COMMENTS:**

**Carmen Rogers**, 128 N 7<sup>th</sup> Street, stated the reason she came tonight is because she heard at the last meeting there was a gentleman here concerning the homelessness here in Leesburg who wants to charge an astronomical fee to basically tell you how many people are homeless. She stated she lives right here and feeds the homeless people here in down town. She has helped get people off the street into hotels and thinks it would be



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wonderful instead of paying someone to tell us how many people are homeless, to have someone use that money to help as opposed to just give a count. She, along with some people at her church, Citadel of Hope, also feed people over behind Aldi and Wal-Mart. She thinks if we just get with the people that are actually already working with the homeless here in the community we could come up with a that count just as easily so that money could be put to better use trying to get them off the streets. **Mayor Dennison** asked if she is with an organization and **Mrs. Rogers** stated no, she does it from her own pocket. **Mayor Dennison** stated we are trying to get a list together of all the organizations and people in town so we can find out how many are actually doing this kind of work. There are a lot of people doing this type work who are not interacting with each other and she asked Mrs. Rogers to please leave her name and information.

**Patricia Lee** stated in Florida every homeless coalition in each region has to have an appointed time count every year so that information is almost free, she hopes the gentleman was not trying to get money just for that. Also, she helped write a grant and won it for a coalition that received money to help on homeless issues, so she does know a little bit about what is going on and has kind of generally mentioned that to the City Manager and some others. She wanted to mention with regards to the park, at least a couple of years ago she mentioned that the MLK garden is the only one with one way in, one way out; you cannot leave that garden to access any of the other islands in the park. She suggested some kind of bridge be installed on the MLK island to access the others and thinks with the work being done in the park now would be an excellent time to add a bridge.

### **ROLL CALL:**

**Commissioner Christian** had nothing this evening.

**Commissioner Robuck** stated with Venetian Gardens he recently went back and looked at the plan the prior Commission adopted with the priority list and number One on that list by a large margin was a restaurant. He feels we still have not made any progress on that and hopes staff could work towards that. Talking about putting in a splash pad, it would be nice if there were some commercial revenue generating things as well. Last week he participated in the Partnership's organized trip to Ocala and met with some of their staff and they have some cool things going on there; it was nice to see what they are doing there is not terribly different than what we are doing here. One thing that did come out of that trip was seeing their arts park and Amy Painter, with the Center of the Arts, was on the trip and we were talking about grants, because they use some grant funding to do part of their parks. They mentioned that basically if you turn anything into a work of art there are ways to get it paid for and with us talking about spending \$75,000 plus on a fountain, well maybe we should look at turning that fountain into a piece of art work and get it paid for free. She seemed interested in helping the city out so he thinks this is something we really should explore.

**Commissioner Hurley** stated to piggy back off Mrs. Lee, one thing he has been curious about is when organizations have events on MLK island, how come we do not get them to put porta potties out there. Like for example the beer fest, everyone has to walk all the way back over to the community building to use those antiquated bathrooms. He stated in talking about addressing the blight in Leesburg, now with the Commissions' unified



voice, he feels staff really needs to have the tools in the hands to be able to go out and address the blight. Whether it is cutting down six-foot tall grass, a building that is falling over, a fence at the park, or whatever it might be, we want to do that. He knows meeting after meeting, Commissioner Christian has brought in pictures of the same location and one thing he has found frustrating lately is in trying to deal with and work with addressing some of these issues that when he talks to staff, they inform him their hands are tied. So from a staff perspective they are willing to go out and do the work, they are willing to put the time in, but they have ordinances preventing them from doing what needs to be done. He would like have some kind of feedback at the next commission meeting or two down the line from staff as to just what they really need to have the tools that if they go out to a place that is abandoned or is so far outdated and behind every code in the world, they can get something done and have the staff feel comfortable. He is curious as to how the Commission feels. For example, we addressed and changed an ordinance to where all these Thrift stores and people could not just come out and put junk on the side of the buildings to sell it; the only exceptions were places like Tractor Supply or Wal-Mart, etc. But we still have problems because apparently that ordinance is not clear, there is some loophole in there, so we have 90% of the city in accordance with it, but from whatever the language must be we have some places that are not. Staff is like we will go out there for the 50<sup>th</sup> time, but there are some loopholes here and Commissioner Hurley would like to personally take the loopholes out and have staff tell him, Jay if you will give us this, this, and this we can fix that and he would feel comfortable that we have it all coming together with the tools they need. **Commissioner Christian** asked CA Morrison about the loopholes since he wrote the ordinance, and he felt it was very specific on things that were outside. **CA Morrison** stated the problem with anything like this is if you say Thou shalt not, someone will sit there and pour over it for hours until they find a way and then you have to tie that one up. It would be good to hear from staff what problems they are running into in the field and see how we can fix it. **Commissioner Christian** stated he thinks everyone should have to abide by the law.

**Commissioner Bone** commended the Police, Fire and Recreation departments on the National Night Out last week; it was really nice, a great turn out and he thinks that shows a lot about how Leesburg really is. It was a great even but at the same time that night there was an unfortunate event that occurred which seems to be happening pretty regular now in Leesburg. He stated as to the homeless study, in his opinion, it was really more focused on Lake County as a whole versus just Leesburg. The city paid for a study on Lake County homelessness with a proposal, essentially for Leesburg to go out and build a \$500,000 facility and then see if other cities would contribute to this. Then he hears at that MPO meeting like he mentioned earlier, that basically Leesburg was pushed to the side on the priority list and the comment was made that Leesburg is not ready to go. He looks at these things altogether and if Leesburg does not step forward and identify who we are and take care of the issues we want to take care of that we will become what the other cities do not want to be. Big numbers are being thrown out and he knows there is not a plan to go build a homeless facility, but when he starts thinking about that kind of number he looks at the issues here in Leesburg whether it is blight, code enforcement, law enforcement, or whatever and if we are serious about potentially having some amount of money to be available to address a homeless need, he thinks we have some more serious needs in Leesburg that could be addressed. He will even throw in the train, \$50,000 to clean up the train that could be used for an extra code enforcement officer, or for Venetian Gardens projects. He thinks we really need to come together and not say

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that is a school board problem or county problem or someone else's problem, but address what those issues are. He agrees with Commissioner Hurley on the blight issue and enforcing our ordinances. Leesburg needs to step forward.

**Commissioner Christian** stated the Commission has not evaluated the City Manager and he thinks at some point, once a year, he should receive an evaluation. He thinks to be fair, if going to evaluate staff then we should evaluate our City Manager. City Managers usually hate evaluations because it is a public document but he thinks just to be on an even playing field, the City Manager needs to know how he is doing, what he can improve on, and what he is not going a great job at. He stated the forms used to come from the Clerk's office.

**Mayor Dennison** stated there was a march on Saturday about domestic violence and it was the first time they tried it here in Leesburg and they had 150 people participate. She thinks it was excellent and is sorry they need something like this. As to the homeless issue, she has a meeting with the Mayors of Mt. Dora and Eustis, both who are very interested in working with us; so they are interested. She also talked, not to throw Jimmy Conner under the bus, but she also mentioned it to him last week and kind of got the Lake County brush off of well our money is already set for the year. We are not Lake County and as she has said before and will say again, if we need to do something in Leesburg let's just do it and not depend on the county. Other towns and cities are interested in working with us there is some positive coming out of this.

### **ADJOURN:**

The meeting adjourned at 7:35 p.m.

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Mayor

ATTEST:

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J. Andi Purvis  
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION MEETING  
MONDAY, MAY 9, 2016**

The City of Leesburg Commission held a regular meeting Monday, May 9, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone  
Commissioner John Christian  
Commissioner Elise Dennison  
Commissioner Dan Robuck  
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Robuck gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

**PROCLAMATIONS:** None

**MAYOR'S AWARD:**

Mayor Hurley presented the Mayor's Award to Denise Burry with the Forward Paths Foundation, Inc. for her work with Lake County's homeless unaccompanied youths and those youths aging out of Foster Care.

**PRESENTATION:**

On behalf of the Leesburg Partnership, Joe Shipes and Joyce Huey presented the City of Leesburg and the Commission a plaque as a thank you for support during their 20<sup>th</sup> Anniversary Bikefest. They also thanked all the city departments who helped during this time and anyone who had a hand in helping with the success of the Leesburg Bikefest. Mrs. Huey stated due to this help and using the trickle-down effect, many organizations were affected and made money on this event; like the one Ms. Burry is involved with. So everybody gets a little piece of the pie and the Partnership really appreciates the city's support in allowing this event to happen. Mayor Hurley accepted the plaque.

Mayor Hurley asked Mr. Shipes if this was the biggest event yet. Mr. Shipes stated last year was an off year, but by all indications they are actually exceeding the 2014 numbers, which would be a record number. He stated the not-for profit organizations they work with was about 30, so those numbers are also up considerably.

Mayor Hurley thanked all the volunteers for the Partnership, because the Partnership would not be anything if it was not for the volunteers. Mr. Shipes stated they cannot do an event of this magnitude without support of the city departments and every one of them is great.

**CONSENT AGENDA:**

**Item pulled for discussion:**

5.B.1 - Change order #2 in the amount of \$28,450 with A&A Trucking & Excavating

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Commissioner Bone moved to adopt the Consent Agenda except for 5.B.1 and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

### CITY COMMISSION MEETING MINUTES:

Regular meeting held April 25, 2016

#### RESOLUTION 9789

Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a modification of a Temporary Easement Agreement among the City of Leesburg, Florida, Long Farms North, Inc., and Lake County, Florida; and providing an effective date.

#### RESOLUTION 9790

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Carey Baker, Lake County Property Appraiser; and providing an effective date.

#### **ADOPTED RESOLUTION 9791 CHANGE ORDER #2 IN THE AMOUNT OF \$28,450 WITH A&A TRUCKING & EXCAVATING**

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE CHANGE ORDER #2 IN THE AMOUNT OF  
\$28,450 WITH A&A TRUCKING & EXCAVATING FOR PUMPING  
AND DISPOSAL OF WASTEWATER ASSOCIATED WITH THE  
PLANTATION WASTEWATER TREATMENT FACILITY  
DEMOLITION; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck stated he understands why there is the change order because this was bid it out without knowing how much there was as a unit measure. He stated this mentions that they did the work prior to approval and he asked how we verify the amount since it was a unit weight.

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Public Works Director (PWD) DC Maudlin stated the trucking company measures those gallons when they are pumped into the truck. Our inspector, cannot say he was there through the entire process, but he was on site and the volumes can be computed fairly easily.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

**ADOPTED RESOLUTION 9792 SERIES RESOLUTION SUPPLEMENTING RESOLUTION NO. 7141, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PROPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF NOT TO EXCEED \$35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS ELECTRIC REFUNDING REVENUE BONDS, SERIES 2016**

Commissioner Bone introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, SUPPLEMENTING ITS RESOLUTION NO. 7141, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING \$35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS ELECTRIC SYSTEM REFUNDING REVENUE BONDS, SERIES 2016, TO ADVANCE REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING ELECTRIC SYSTEM REVENUE BONDS, SERIES 2007A AND TO CURRENTLY REFUND ALL OF THE CITY'S OUTSTANDING ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2013 AND ALL OF THE CITY'S OUTSTANDING ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2014 SUBJECT TO THE PROVISIONS HEREOF AND IF DEEMED NECESSARY AS PROVIDED HEREIN TO FUND A SERIES 2016 RESERVE ACCOUNT FOR THE SERIES 2016 BONDS AND PAY THE COSTS OF ISSUANCE OF SUCH SERIES 2016 BONDS INCLUDING IF DEEMED NECESSARY THE COST OF A RESERVE PRODUCT AND/OR A BOND INSURANCE POLICY; AUTHORIZING AN ISSUER AUTHORIZED REPRESENTATIVE TO NEGOTIATE FOR AND OBTAIN A RESERVE PRODUCT AND/OR NEGOTIATE FOR AND OBTAIN A BOND INSURANCE POLICY FOR ALL OR SOME OF THE SERIES 2016 BONDS AND TO EXECUTE AGREEMENTS RELATED THERETO; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH SERIES 2016 BONDS, ON A PARITY WITH THE CITY'S OUTSTANDING TAXABLE ELECTRIC SYSTEM REVENUE

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BONDS, SERIES 2007B AND CERTAIN OTHER CITY DEBT AS DESCRIBED HEREIN THE NET REVENUES DERIVED BY THE CITY FROM THE OPERATION OF THE CITY'S ELECTRIC SYSTEM AND CERTAIN MONEYS AND INVESTMENTS ON DEPOSIT IN CERTAIN FUNDS AND ACCOUNTS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF THE SERIES 2016 BONDS; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Christian asked if the savings the city is looking at is 10 million dollars over the life of this refinance.

CM Minner stated yes, it would have been and the numbers presented are going to change slightly because we did get downgraded from A+ to A or something like that here just today.

Finance Director (FD) Bill Spinelli introduced the city's Financial Advisor, Jeremy Niedfeldt.

Jeremy Niedfeldt, with Public Financial Management, stated they the financial advisor to the city and are advising on both these transactions tonight for approval. The first one to discuss is the electric rate funding bonds which are shown before you with a not to exceed amount and all the language to allow for things like reserve funds and surety policies for reserves, as well as bond insurance to help the marketing of the bonds. One of the approaches and strategies to move forward is to pick two of the three rating agencies, the current rate, and the 2007 and 2007B bonds. Moody's was not selected to be involved in this process, but Fitch and SNP were.

CM Minner stated from the total savings point, on an annual basis we were looking at about a half million dollars a year in principle and interest payments lower. That number is probably going to be closer to the ballpark of 400 to 450 thousand.

Mr. Niedfeldt stated the savings is being managed with the amount that comes in to the transaction; part settlement funds that were committed through discussions and memos of the analysis done late last fall when preparing to do the transaction. The target amount of \$500,000 a year in savings is managed both with coupon structure, meaning how much in discount premium we issue and can market at competitive rates, as well as the contribution that comes in from the city at closing. Right now we are anticipating between 4.8 and 5 million and the original range was 4 to 5.5 million.

CM Minner stated as a side note, part of the structuring of the refinance was to use the Crystal River Settlement monies, and he thinks in total the city received about 9.5 million dollars. Staff anticipated to roughly spend about 1.5 million of those funds on system improvements to go out to the Villages, another 5 million or so being spent on this, and

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that will leave another 3 million which we will talk about as we get in the budget process where we use those to help fund capital projects. He still thinks, obviously, this is a very good financial transaction for the city, but wanted to point those changes out. The downgrade in the rating structure, really in a nut shell, is tied in with FMPA and how they do some of their structures.

Commissioner Robuck stated he believes it was Fitch that mentioned our accounts receivable being high; like 10%. He asked what part of our accounts receivable they are referring to.

Finance Director (FD) Bill Spinelli stated what happened was when we analyze the accounts receivable on September 30, 2015, one the things with the turnover in customer service was that they were not officially writing them off the books. Our allowance was there, so in 2016 we are going to actually write off those account receivables; they are officially written off, but were not taken off the books, so that is why those numbers were a little higher than normal. There is a way to put in the system to take them off that AR receivable ledger which we did not, so each year the receivable would be larger and larger. The write off is there because anything 90 days or more is a 100% write off; so it really does not affect us, it just shows a big accounts receivable when it is really not growing.

Commissioner Dennison asked who failed to do this correctly.

BFD Spinelli stated when the billing supervisor left, there was no turnover, and it only happens once a year, so when the second year happened, which was 2014 no one picked it up.

Commissioner Robuck asked if he has any idea where our accounts receivable will be once that is corrected.

FD Spinelli stated it will be lower; they are estimating maybe \$600,000 that accounts receivables will go down, like \$300,000 a year. That is what staff brings to the Commission during our November time frame when you approve the write off; so once that gets approved the person in billing should have gone into the system to write these off.

Commissioner Robuck stated it was also mentioned the transfer being an issue when looking at the coverage ratio and asked for some specifics on where the transfer ratio would need to go down to in order to attain the higher bond rating.

Mr. Niedfeldt stated the transfer policy has gone down so there has been some of the transition towards more competitive pricing which by definition would reduce the amount that is available for the transfer. A target of 10% was noted and that was something that was seen as a positive. The answer is there is not a right answer necessarily, it is how it is managed and then how formulaic that approach is; it cannot just be anything extra goes to plug the general fund.

Commissioner Robuck asked if he feels the city's transfer policy is okay.



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Mr. Niedfeldt replied it is adequate and moving towards the 10% target which is a created positive.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

**ADOPTED RESOLUTION 9793 SUPPLEMENTING RESOLUTION NO. 7141, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PROPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF NOT TO EXCEED \$35,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS ELECTRIC REFUNDING REVENUE BONDS, SERIES 2016**

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 7141 OF THE CITY AS PREVIOUSLY AMENDED AND SUPPLEMENTED BY AUTHORIZING A ISSUER AUTHORIZED REPRESENTATIVE TO AWARD THE SALE OF THE CITY'S NOT EXCEEDING \$35,000,000 ELECTRIC SYSTEM REFUNDING REVENUE BONDS, SERIES 2016 TO STIFEL, NICOLAUS & COMPANY, INCORPORATED, AND RBC CAPITAL MARKETS, LLC IN ACCORDANCE WITH CERTAIN PARAMETERS SET FORTH HEREIN AND APPROVING THE FORM OF A BOND PURCHASE AGREEMENT TO BE USED IN CONNECTION WITH SUCH SALE; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING AN ISSUER AUTHORIZED REPRESENTATIVE TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING U.S. BANK NATIONAL ASSOCIATION AS THE ESCROW AGENT THEREUNDER; AUTHORIZING CERTAIN OFFICIALS OF THE CITY TO EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND PROVIDING CERTAIN OTHER DETAILS WITH



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RESPECT THERETO; PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

**ADOPTED RESOLUTION 9794 SERIES RESOLUTION SUPPLEMENTING RESOLUTION NO. 7143, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PROPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF NOT TO EXCEED \$21,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016**

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Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, SUPPLEMENTING ITS RESOLUTION NO. 7143, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING \$21,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016, TO ADVANCE REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING UTILITY SYSTEM REVENUE BONDS, SERIES 2007A; AND IF DEEMED NECESSARY AS PROVIDED HEREIN TO FUND A SERIES 2016 RESERVE ACCOUNT FOR THE SERIES 2016 BONDS AND PAY THE COSTS OF ISSUANCE OF SUCH SERIES 2016 BONDS INCLUDING IF DEEMED NECESSARY THE COST OF A RESERVE PRODUCT; AUTHORIZING AN ISSUER AUTHORIZED REPRESENTATIVE TO NEGOTIATE FOR AND OBTAIN A RESERVE PRODUCT AND TO EXECUTE AGREEMENTS RELATED THERETO; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH SERIES 2016 BONDS ON A PARITY WITH THE CITY'S OUTSTANDING TAXABLE UTILITY SYSTEM REVENUE BONDS, SERIES 2007B, UTILITY SYSTEM REVENUE REFUNDING NOTE, SERIES 2010 AND UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2013 (i) THE NET

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REVENUES DERIVED BY THE CITY FROM THE OPERATION OF ITS GAS SYSTEM, SEWER SYSTEM AND WATER SYSTEM, (ii) THE CAPACITY CHARGES (TO THE EXTENT DESCRIBED IN THE BOND RESOLUTION) AND (iii) UNTIL APPLIED IN ACCORDANCE WITH THE PROVISIONS OF THE BOND RESOLUTION, ALL MONEYS, INCLUDING INCOME FROM INVESTMENT THEREOF, IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED BY THE BOND RESOLUTION; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF THE SERIES 2016 BONDS; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Dennison asked the savings on this one and spread out over what time frame.

FD Spinelli stated the savings is a little more than 3 million dollars or 12.2 % net per the value savings. It will be the life of the bonds, year 2035 – 2036.

Mr. Niedfeldt stated for clarification it is about 2.3 million PV savings. The first couple years there is not amortizing principle, so it is about \$15,000 this year, \$50,000 the next year, and then about \$150,000 in annual savings each year and that is for 21 years.

Commissioner Robuck stated it looks like the big portion of the savings comes in the first year from interest and asked what are the plans with the money within the funds.

CM Minner stated he does not have an official plan here.

Commissioner Robuck stated he knows we have Sabal Trails and that could change.

CM Minner stated actually, Gas has another project coming up.

Gas Director, (GD) Jack Rogers stated there is Sabal Trails, possibly some utility relocation on US Highway 441, and then once the bond funding is gone, capital projects will be funded out of our reserve funding rather than bond money.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

**ADOPTED RESOLUTION 9795 SUPPLEMENTING RESOLUTION NO. 7143, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; FOR THE PROPOSE OF AUTHORIZING THE ISSUANCE BY THE CITY OF NOT TO EXCEED \$21,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016**

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Commissioner Bone introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 7143 OF THE CITY AS PREVIOUSLY AMENDED AND SUPPLEMENTED BY AUTHORIZING AN ISSUER AUTHORIZED REPRESENTATIVE TO AWARD THE SALE OF THE CITY'S NOT EXCEEDING \$21,000,000 UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2016 TO RBC CAPITAL MARKETS, LLC AND STIFEL, NICOLAUS & COMPANY, INCORPORATED, IN ACCORDANCE WITH CERTAIN PARAMETERS SET FORTH HEREIN AND APPROVING THE FORM OF A BOND PURCHASE AGREEMENT TO BE USED IN CONNECTION WITH SUCH SALE; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING AN ISSUER AUTHORIZED REPRESENTATIVE TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING U.S. BANK NATIONAL ASSOCIATION AS THE ESCROW AGENT THEREUNDER; AUTHORIZING CERTAIN OFFICIALS OF THE CITY TO EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Dennison stated if adding correctly, after the first couple years we are going to be saving about \$600,000 every year.

Mr. Niedfeldt stated the savings every year on the utility deal is about \$150,000 a year and if combining the electric and utilities, then yes about \$650,000.

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The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

### **ADOPTED RESOLUTION 9796 AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF LEEsburg LOCAL 2957**

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEEsburg, FLORIDA AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF LEEsburg LOCAL 2957, IAFF., AFL-CIO-CLC.; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck stated he is happy to get the 3% increase and thinks they certainly deserve it, but will be voting against this because he does not believe in giving defined benefit pensions to new hires. He thinks it is a bad thing and we could take it out anytime, so will be voting no.

Commissioner Bone stated this is the Fire department today, but that the City Manager is working hard to see increases to all our employees at the city and he knows there was a little period of time when they did not receive anything. Over the last three years, since the City Manager has been here, he has worked hard to see that our staff is compensated fairly and is supportive of this.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	No
Commissioner Christian	Yes
Mayor Hurley	Yes

Four yeas, one nay, the Commission adopted the resolution.

**FIRST READING OF AN ORDINANCE INCORPORATING NEW PARCELS INTO THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CAVER HEIGHTS/MONTCLAIR AREA**

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Commissioner Christian introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, INCORPORATING NEW PARCELS INTO THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS / MONTCLAIR AREA ("CRA"); ESTABLISHING THE BASE YEAR FOR DETERMINATION OF TAXABLE VALUE OF THESE NEWLY ADDED PARCELS AS THE TAX ROLL ADOPTED FOR TAX YEAR 2015, WITHOUT AFFECTING THE BASE YEAR FOR DETERMINING TAXABLE VALUE OF PARCELS PREVIOUSLY INCLUDED IN THE AREA OF THE CRA; PROVIDING THAT TAX INCREMENT REVENUES DERIVED FROM THE INCLUSION OF THE NEWLY ADDED AREAS WITHIN THE CRA BE DEPOSITED INTO THE ALREADY EXISTING REDEVELOPMENT TRUST FUND INTO WHICH REVENUES FROM PARCELS ALREADY INCLUDED IN THE CRA HAVE BEEN AND ARE CONTINUING TO BE DEPOSITED; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Dennison asked how much is coming off the tax rolls and being handed over the Carver Heights CRA.

CM Minner stated the Carver Heights CRA increment is about \$160,000; split half for the county and half of that is our tax revenue.

**FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 15-49, PERTAINING TO THE REDEVELOPMENT AGENCY FOR THE US HIGHWAY 441 & 27 AREA, TO SPECIFY THE BASE YEAR FOR COMPUTATION OF THE TAX INCREMENT REVENUES ON PARCELS OF REAL PROPERTY WITHIN THE CRA**

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Commissioner Bone introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 15-49, PERTAINING TO THE REDEVELOPMENT TRUST FUND OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA ("CRA"), TO SPECIFY THE BASE YEAR FOR COMPUTATION OF THE TAX INCREMENT REVENUES ON PARCELS OF REAL PROPERTY WITHIN THE CRA SHALL BE THE TAX ROLL ADOPTED BY THE PROPERTY APPRAISER OF LAKE

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COUNTY, FLORIDA, FOR TAX YEAR 2015; PROVIDING ORDINANCE NO. 15-49 SHALL OTHERWISE CONTINUE IN EFFECT AS ADOPTED TO THE EXTENT NOT IN CONFLICT WITH THIS ORDINANCE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck asked if the county has the power or authority to tell us no on our tax year. He stated it is his understanding of the CRAs that the city can do what it wants because we are not a charter county.

CA Morrison stated the city submitted the documentation from December 2015 to the Property Appraiser and for whatever reason instead of contacting the city with their questions they shipped it to the Department of Revenue who assigned it to a very nice lady, whom he spoke with a few times, who admitted she knew very little about ad valorem taxation and even less about CRAs. She did research which included going as far as getting into the legislature library, in Tallahassee, looking up obscure legislative history that no one else in the world can even access without traveling up there. She reached a series of conclusions and sent it back to the Property Appraiser who then sat on it for a couple weeks and then sent it to us and literally scheduled a conference call last Monday to work through this, and that is when these ordinances came up. The long and short of it is there is a statement in the statute that says, and he paraphrased, the base year will be the last taxable certified prior to adoption of the ordinance. The problem all along has been the statutes are completely silent on how you reset a base year; they are all written in terms of how to establish a CRA from scratch. That was what this lady went back and tried to interrupt and reached the conclusion that this particular statement in the statute, although it does not say it applies to resets, does apply to resets. Rather than argue the point it seems with the deadline, this has to be completed by the end of May, which is why it jumped on the agenda, and rather than argue it and risk delaying past the end of May and not collecting any revenue, the city felt like it is better to just capitulate; go to 2015 instead of 2014.

Commissioner Robuck asked how much is this costing the city to miss a year.

CM Minner stated we increased from 14 to 15 about 1.5% in taxable value and in dollars, in the 441 CRA that is probably going to be a couple thousand dollars. In this case also, you are going from like a zero negative increment to bringing in about 50 thousand, so probably looking at now bringing in about 45.

Commissioner Dennison stated that does not seem like that much right now, and asked whose responsibility was it to make sure this was done.

CM Minner stated as the City Attorney explained it is probably some issue there on the county level.

Commissioner Dennison stated right, but there is somebody in the city too that should have been watching this.

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CA Morrison stated he wrote the ordinances and as he said there is nothing in the statute that speaks to resetting a base year. He and Jim Williams looked at several different places that have done it and did not find a pattern frankly of how it is done. This one just happened to be the one the Department of Revenue decided to delve into the archives and come up with this position, which they did not have previously because this lady had no guidance to start with at all.

CM Minner stated in our contact with the county offices during this process we were pretty much under the assumption we needed to get everything in by the end of the calendar year, which we did. So, on this one he is not going to put it on us.

Commissioner Robuck asked if the county had to send this to the Department of Revenue.

CA Morrison stated they could have contacted us directly. Ken Thomas sends them material when they ask for it, never heard back from them, and the next thing we know the lady from Tallahassee is calling.

Commissioner Robuck stated that is his bigger concern. It just seems like once every other meeting we are talking about the county doing something that hurts us in the city and he is getting really tired of it. He thinks we need to start pushing back and does not think this is probably the one over \$5,000 dollars, but the county cannot keep doing things to hurt Leesburg; they are not a good partner to us right now. He thinks the Commission needs to fight harder and staff is going to have to fight harder and know when they go to the county with something, to stay on top of them because they are probably not going to do their job.

Commissioner Christian stated this may be a conversation for the City Manager to have with David Heath about why his staff did not call us as opposed to sending it to Tallahassee; that is not a very good partner move. Did he approve her to send this to Tallahassee or did she just arbitrarily send it off because this could have been handled a better way; just contact Leesburg and say can you all fix this.

CA Morrison stated in fairness to Lake County proper, the Property Appraiser's office, which initiated this, is a constitutional office and not part of technically or controlled by the county government. In this particular instance he would actually give the county government some credit, because the County Attorney stepped in the middle of this mess and helped us a great deal in reaching a quick resolution. So if anything Lake County proper should get a little kudos on this one for helping us out.

### **INFORMATIONAL REPORTS: None**

### **CITY ATTORNEY ITEMS:**

**CA Morrison** gave a brief report on the long saga of the Florida Carry litigation. The city won at trial level on summary judgement and they appealed and it has been sitting over at the 5<sup>th</sup> DCA in Daytona and they have now scheduled oral agreements on July 12<sup>th</sup>. He will travel over to present the city's side of the case to the appellate panel and at



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some point after that they will render their decision. They move at their own pace, so the decision might beat him back here or it might be months afterward.

### **CITY MANAGER ITEMS: None**

### **PUBLIC COMMENTS:**

**Don Lukich** stated the Leesburg Partnership does a lot of good for the community and also gives charitable organizations an opportunity to earn money during Bikefest to do things and give money back into the community. The Rotary club he belongs to, for example, sold a lot of beverages and the money they raised was put back mostly into the art center and for the youth of the community. He just wanted everyone to know that not only does the Partnership make out with Bikefest, but a lot of good organizations make out very well with it also.

### **ROLL CALL:**

**Commissioner Robuck** had nothing tonight.

**Commissioner Christian** asked if there was any information on the decriminalization of marijuana. **CA Morrison** stated he sent around a memo on that and the short version is cities are doing that, but they cannot affect the State law which continues to say it is a crime to possess, sell, etc. marijuana. All the cities are doing is creating a parallel track for enforcement through County Court by way of citation which is a civil item and it supposedly gives the Police an option. The problem, as he has explained, is unless the city pays for a prosecutor to prosecute each one of these citations, it is not going to get done. He stated probably twice a month he gets a cold call from Judge Miller in open court saying we have John Smith in front of us on a charge of open container or some other municipal violation, what do you want to do with it. He does not get notice of these, no one prosecutes them, and the city ends up dismissing them. He has to call the Chief, who looks up the record, calls him back and then the court system has spent money and the city spent money and nothing happens to the violators. **Commissioner Christian** asked so if someone has an open container right, they are given a citation and nothing happens. **CA Morrison** replied correct, and that on the State level, during the financial crunch a number of years ago, the State just decided to quit paying prosecutors to prosecute municipal violations. If the city wants to do this, it will have to hire its own prosecutor and pay them. **Commissioner Bone** asked if that would be an outside attorney. **CA Morrison** stated it could be someone in his office or it could be outside attorney at the discretion of the Commission however it would want to handle that, but someone has to do it and be paid to do it in order for your municipal violations to go through the County Court. **Commissioner Christian** stated what he is reading is that in Orlando you are basically given a citation, pay \$100 on first one, \$200 on the second one, and the third one is \$500 or go to jail; they are not saying prosecute. He is looking at this like getting a citation for too dark window tinting, you go pay it and it is done; no one shows up to court. **Mayor Hurley** asked for clarity, if he is talking about what they call a uniform traffic citation which is a state statute violation if speeding or window tint, that is not an ordinance violation. Typically, the officer can either make a physical arrest for marijuana under 20 grams or they can issue a misdemeanor citation and then they would have to appear, but they would not be physically arrested. He asked if that what he is



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pushing for or wants to make this an ordinance for civil citation. **Commissioner Christian** stated no arrest, no record, you get a citation just like you would get for window tinting and just go pay; it is not following you on your record. This would not be for someone making a drug deal, but someone who has 20 grams or less, they get pulled over and the officer gives a citation. He thinks for the officer to take someone to jail for 20 grams or less, you have to get him in the car, drive to Tavares, and by the time you get to Tavares the bail bondsman pays the \$50 and they are back out on the street. The officer just spent about 2½ hours processing a small minor case for someone to get out of jail for \$50. Or you get someone 19 or 20 years old in college here on spring break, they get popped with this and now they have a record. He thinks this is where most cities are leaning towards trying to effect the repetitiveness of going to jail and maybe deterring people from ruining their life at age 19 or 20. **Commissioner Bone** thinks this is an important issue, but also when we start talking about citation and some other things it can get costly. He asked if the Commission can get kind of a cost idea of what it would cost to have someone handle citation issues because it sounds like it would be pointless to adopt an ordinance right now if we are not going to have someone to prosecute. **Mayor Hurley** asked if we go city ordinance violation would not that simply go before the Magistrate. **CA Morrison** stated that is an interesting question which there has not been a court decision to answer. Technically, the code enforcement statute says the Magistrate may enforce any violation of municipal code, but in his opinion what you are getting dangerously close to there is establishing a municipal court which was barred by the 1968 amendment to the Florida constitution when they folded everything into the State Court system. You are getting very close to, if not over the border line of doing something the city does not have the authority to do and as you move into the roles that were traditionally played by the criminal courts, somebody is very liable to call that into question. **Commissioner Christian** stated he is not trying to increase the cost on what the city does, he is just trying to keep young people from having a bad record at age 18 or 19. He knows the Mayor said Police officers have that discretion, but at the same time he does not want to put the officer in a position where he gives this guy, but not this guy and then we have a bunch of parents complaining. That was his intent but he does not want to have to pay \$100,000 for a prosecutor to issue a \$100 citation. He asked if we can look at how other cities are doing this because he is sure they are not busting their budgets over \$100, 20 grams or less marijuana tickets. He just wants to make sure Leesburg is ahead of the game in trying to assist our citizens to be as proactive as possible on how we can maintain a good, safe city without our officers being put in jeopardy or our citizens; especially our younger people making mistakes that are going to cost them the rest of their lives. **Commissioner Bone** stated he understands some young people make some bad decisions and it can end up affecting them. He likes the idea of trying to do something, but thinks we cannot just create an ordinance, ignore it, and not have a citation issued which leads back to having somebody to prosecute them. He does not think this is going to be a high case load to handle a few citations now and then, so it may be something we look at with an outside attorney. **Mayor Hurley** stated he would be interested to see the number of how many misdemeanor citations or arrest the city is making right now for paraphernalia and marijuana. **CM Minner** stated staff with get the Commission a report. **Commissioner Robuck** stated in terms of cost, he would like to look at different options, and does not think we necessarily need the most qualified lawyer in the world to prosecute citations. The county does not pay a whole lot when they hire prosecutors starting out, so do not come back and say it is \$300 an hour. **Commissioner Christian** stated all received the email from the Chief about the activity

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at the John L. Johnson playground and there was quite a lot of chatter on social media. He asked Captain Parker if there were any incidents at the park on Sunday. **Captain Parker** replied no. **Commissioner Christian** stated tomorrow night will be Part II of the education discussion at the Community Building at 6:30 p.m. to discuss solutions on what we can do to assist Leesburg High School and our local school zone as to the violence that has been occurring. **Mayor Hurley** asked if they could look at the hour of power implemented a couple of months back. He stated this is probably the most calls he has received in regards to school in the last three years. He understands the benefits of it and said what they do is release all students at the same hour for lunch and they can either go to lunch or go to a tutoring class, or go to music class, the football field, or whatever, but the problem has become, and in some places it works really good, but in Leesburg they are dumping 1,400 kids in that cafeteria if you will at one time. He has had some parents who are really upset saying their child has not eaten lunch since they started this program. If there is any kind of disturbance the school empties the cafeteria and immediately makes all students go back to their class, so now they go back to class and spend the next 30 minutes in class waiting for the bell to ring and do not get to eat. This is a huge issue. **Commissioner Christian** stated that is one topic on the agenda for the SAC meeting at the High School Thursday night at 6:30 p.m. in the Media Center.

**Commissioner Bone** thanked the Mayor for recognizing Denise Burry and all she has done with Forward Paths. She is very passionate about what she does and for those who may not have heard, she works with the young women aging out of foster care. She has rallied a lot of people behind her, but she can always use more help to help these young women as they go from high school age into adulthood. Last night driving home down Lee Street, this is a kudo, he saw one of our city trucks out doing something at a water meter, about 6:00 p.m. on a Sunday evening dealing with an issue that apparently a resident had. Also, a couple weeks ago he received a comment from a city resident that had mentioned they had an issue, something with their water line between the house and the meter, and the city came out and took care of it no questions asked. He thinks this just speaks well of our staff and departments and what they do to look out for our residents.

**Commissioner Dennison** stated she had the opportunity on Saturday to speak to the graduating class at Beacon College. Up until 1989, this college did not exist anywhere in the country and it is addressing learning disabilities to a certain population that were kind of forgotten about or pushed to the side and maybe given some menial tasks. These individuals are now getting degrees from a four year college and also two year associate degrees, and this year for the first time one of their graduates earned her PhD and now has a massive job working in Miami. Beacon College is being seen in the US as the top school in this particular environment and they have people from around the world coming in to see how things are done, learning the tools and they are taking this back to Saudi Arabia, Nigeria, and all over the world. She thinks we should really be proud of what Dr. Hagerty and Beacon College are doing, and it should be included as one of the jewels of Leesburg. Also, she went to the Melon Patch Friday night and they are putting on Brigadoon, so if you are looking for something fun to do please support our local theatre; they do great job. She also thanked Assistant Fire Chief Mera for working with the CERT program that we still have going in Leesburg; he has not dropped it and he is there on his own time helping. **Commissioner Bone** added as to Beacon College, we sometimes forget about them a little, but there are some gifted kids in that school that

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, MAY 9, 2016

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have some challenges, but they are gifted, and you never know when you might get the next google or whatever to come out of those kids. Opportunities like little seeds are being planted there for Leesburg in the future from that school.

**Mayor Hurley** again thanked Mrs. Huey and asked her when this meeting is concluded, to please come take a picture with the Commission. He stated the 80 feet of sidewalk on west Main Street looks really good and thanked Commissioner Christian for that; it is coming along nicely. As to the National Day of Prayer, the events went well; the county had one in Tavares which was very well attended, the local Ministers did one here in front of City Hall at Noon, and then we did another one at 6:00 p.m. It was great being able to come out and Commissioner Bone and the City Manager were able to come and join us and he appreciates the staff really making that go without a hitch. To everyone who participated in support of that, he thanked them very much.

### **ADJOURN:**

Commissioner Bone moved to adjourn the meeting. The meeting adjourned at 6:30 p.m.

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Mayor

ATTEST:

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J. Andi Purvis  
City Clerk & Recorder



# AGENDA MEMORANDUM

**Item No:** 5.B.1.

**Meeting Date:** May 23, 2016

**From:** Bill Spinelli, CPA – Finance Director

**Subject:** Resolution authorizing execution of an Amendment 2 extending the term of an existing agreement for financial audit services.

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**Staff Recommendation:**

Staff recommends approval of an Amendment 2 to an existing agreement with Moore, Stephens, Lovelace, P.A. for an additional three years for financial audit services.

**Analysis:**

In accordance with Florida Statute the City must contract with a firm to provide an annual financial audit of the City's Comprehensive Annual Financial Report (CAFR). In 2010 the City issued Request for Proposal 100032 soliciting proposals from qualified firms to provide annual audit services to the City.

The City evaluated the responses received and selected Moore, Stephens, Lovelace, PA (MSL) as the firm providing the most favorable proposal. On June 14, 2010 the City Commission approved a professional services agreement with MSL with an initial term of three years. On May 28, 2013 the City Commission approved Resolution 9196 extending the agreement through June 14, 2016.

The original annual cost for the audit was \$87,500. Finance has worked with MSL to restructure some services performed under the audit and the annual cost is now \$75,000.00. Some years' finance may request additional audit services such as auditing pension or retirement plans. The additional services are paid in addition to the annual audit at the contracted hourly rate.

Finance is requesting the term of the agreement be extended a second time for an additional three years. MSL has provided good services in preparing the City's audit. Staff request this second extension for the following reasons; 1) a more competitive price is unlikely; 2) City staff has learned the audit firms means, methods, and procedures and believes them to be sound; and 3) MSL has performed very well in each of the audits they have prepared. The extension is made at the same annual cost of \$75,000.00, no increase in professional fees.

**Procurement Analysis:**

Florida Statute is very specific on the process to be used for soliciting, evaluating, selecting and contracting for annual financial audit services. Purchasing has consulted with the City Attorney and Mr. Morrison has confirmed it is acceptable to extend the existing agreement.

**Options:**

1. Approve the amendment with Moore, Stephens, Lovelace, P.A.; or
2. Request that an audit RFP be conducted.

**Fiscal Impact:**

This amendment creates no additional financial impact. The term has been extended with no cost to the fees to provide the financial audit services. Funds are budgeted each fiscal year for this service.

**Submission Date and Time:** 5/18/2016 3:11 PM

Department: <u>Finance Department</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <u>X</u> No <u>      </u> Advertised: <u>      </u> Not Required <u>X</u> Dates: <u>                                </u> Attorney Review : Yes <u>      </u> No <u>      </u> <u>                                                </u> Revised 6/10/04	Reviewed by: Dept. Head <u>                        </u>  Finance Dept. <u>                                </u>  Deputy C.M. <u>                                </u> Submitted by: City Manager <u>                                </u>	Account No. <u>001-1331-513.32-10</u>  Project No. <u>                                </u>  WF No. <u>                                </u>  Budget <u>                                </u>  Available <u>                                </u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE AMENDMENT NO. 2 TO AN EXISTING  
PROFESSIONAL SERVICES AGREEMENT WITH MOORE,  
STEPHENS, LOVELACE, PA EXTENDING THE TERM OF THE  
AGREEMENT FOR FINANCIAL AUDIT SERVICES; AND  
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute an Amendment  
No. 2 to an existing agreement with MOORE, STEPEHNS, LOVELANCE, P.A. whose  
address is 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801 for financial audit services  
as required by Florida Statute.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**SECOND AMENDMENT TO AGREEMENT  
FOR AUDIT SERVICES**

**THIS AMENDMENT** is made as of the 23<sup>th</sup> day of May, 2016, between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, who's address is 501 West Meadow Street, Post Office Box 490630, Leesburg, FL 34749-0630 (hereinafter referred to as the "City"), and **MOORE, STEPHENS, LOVELACE, PA.**, whose address is 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, (hereinafter referred to as the "Professional").

**WITNESSETH:**

**THAT**, on June 14, 2010, the City and Professional entered into an audit services Agreement as provided by Resolution 8666 whereby the Professional agreed to provide annual financial audit services on behalf of the City (hereinafter referred to as the "Agreement") as established by RFP 100032.

**THAT**, on May 28, 2013, the City and Professional entered into the First Amendment to an audit services Agreement as provided by Resolution 9196 whereby the Professional agreed to provide annual financial audit services on behalf of the City (hereinafter referred to as the "Agreement") through June 14, 2016 as established by the above subject RFP.

**NOW**, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to extend the term of the Agreement to June 14, 2019.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and the Professional other than as defined above.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page of the parties follows.]



**IN WITNESS WHEREOF**, the parties have executed this Amendment to an Agreement for annual financial audit services.

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**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Mayor

Attest  
: \_\_\_\_\_  
City Clerk

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**MOORE, STEPHENS AND LOVELACE,  
P.A.**

By: Wm. Blend  
Printed: William Blend  
Its: Shareholder  
(Title)

Approved as to form:

\_\_\_\_\_  
City Attorney



# AGENDA MEMORANDUM

**Item No:** 5.B.2.

**Meeting Date:** May 23, 2016

**From:** DC Maudlin, Public Works Director

**Subject:** Resolution authorizing execution of an agreement with Otto Environmental Systems (NC), LLC pursuant to Invitation to Bid 160311.

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## Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of an annual fixed unit price agreement with the Otto Environmental Systems (NC), LLC for the purchase of 95-gallon poly mobile refuse containers.

## Analysis:

The City's Solid Waste Division budgets each year for the purchase of mobile refuse containers and parts to repair containers. The Purchasing Division issues an Invitation to Bid for firm pricing on this commodity. The City then makes future purchases using the unit price contract.

## SUMMARY OF BIDS

BIDDER NAME		Otto Enviro., Inc.	Rehrig Pacific Company
Item	Item Description	Bid Unit Price	Bid Unit Price
	Truck Load Quantity	456	486
1	Poly Mobile Refuse Container – 95 gallon Truck Load Quantities - Unit Cost Includes Freight	\$44.57	\$47.42
2	Poly Mobile Refuse Container – 95 gallon Truck Load Quantities - Unit Cost <u>Does Not</u> Include Freight	\$41.39	\$46.43
ADDITIONAL BID ITEMS - REPLACEMENT PARTS			
3.1	Cart Body	\$38.50	N/A
3.2	Lid	\$12.50	\$14.00
3.3	Hinge Pin	\$0.24	\$0.30
3.4	Axle	\$6.00	\$4.00
3.5	Wheel	\$7.50	\$4.00
3.6	Metal Lower Lift Bar	\$2.50	N/A

**Procurement Analysis:**

On March 24, 2016, the Purchasing Division issued Invitation to Bid 160311 for 95-gallon poly mobile refuse containers. On April 12, 2016, two (2) responsive bids providing fixed unit prices were received and are summarized here.

Based on Otto Environmental Systems (NC), LLC submitting the most favorable price to the City for each container and satisfactorily providing poly mobile refuse carts to the City in the past and under similar contract awards from the cities of Clermont, Apopka, Ocoee, and Tampa; the Purchasing Division and Public Works deems Otto Environmental Systems (NC), LLC the lowest responsive and responsible bidder.

**Options:**

1. Approve execution of the agreement with Otto Environmental Systems (NC), LLC or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

Funds are budgeted and available in the account listed below.

**Submission Date and Time:** 5/18/2016 3:11 PM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head <u>DCM</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>046-5143-534.52-10</u> Project No. _____ WF No. _____ Budget <u>\$25,000.00</u> Available <u>\$25,000.00</u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE AN ANNUAL FIXED UNIT PRICE  
AGREEMENT WITH OTTO ENVIRONMENTAL SYSTEMS  
(NC), LLC FOR 95-GALLON POLY MOBILE REFUSE  
CONTAINERS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with OTTO ENVIRONMENTAL SYSTEMS (NC), LLC, whose address is 12700 General Drive, Charlotte, NC 28273 (email: kristy.ballard@otto-usa.com) for 95-gallon Poly Mobile Refuse Containers pursuant to Invitation to Bid 160311.

**THAT** all future expenditures for goods ordered under this agreement are approved provided the department has specifically budgeted for the purchase of the goods and Commission has appropriated funds in the applicable fiscal year for said goods. Should the department fail to specifically budget funds for purchases under this agreement or total purchases exceed the appropriated funds, Commission approval for any orders under this agreement shall be required.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **FIXED UNIT PRICE COMMODITIES AGREEMENT**

**THIS AGREEMENT** is made as of the 23rd day of May in the year 2016, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **OTTO ENVIRONMENTAL SYSTEMS (NC), LLC**, whose address is 12700 General Drive, Charlotte, NC 28273 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

**1. Commodities.** The CONTRACTOR shall provide and deliver the following Commodities: 95-Gallon Poly Mobile Refuse Containers as specified in accordance with **EXHIBIT "A"**. Nothing herein shall limit the CITY'S right to obtain these Commodities from other contractors. The Commodities to be provided under this agreement shall be provided for the unit costs cited in **EXHIBIT "B"**. Said price includes all labor, equipment, materials and performance.

**2. Quantities.** There are not guaranteed minimum or maximum quantities to be purchased by the CITY under this Agreement.

**3. Labor and Materials.** All work will be done in a competent and workmanlike manner, using quality, new materials. CONTRACTOR shall guarantee all materials and workmanship furnished under this agreement in accordance with the warranty provisions.

**4. Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A".

- i. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- ii. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- iii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- iv. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- v. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

- vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
- vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- ix. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- x. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**  
**Attention: Mike Thornton, Purchasing Manager**  
**P.O. Box 490630**  
**Leesburg, Florida 34749-0630**

- xi. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- xii. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- xiii. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- xiv. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

**5. Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this

Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If, however, this agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

**6. Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**7. Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

**8. Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have



been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Two (2) instances of refusing to accept/respond to a request for services within a twelve (12) month period constitutes an Event of Default and shall be subject to the City exercising its right to terminate for cause immediately upon written notice.

**9. Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the

nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

**10. Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

**11. Access to Records.** CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

**12. Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**13. Payment.** CITY shall compensate CONTRACTOR for their services, at a minimum, in accordance with the State of Florida prompt payment act. If payment is by:

- i. Paper Check – Payment terms will be Net 30 days from the date a correct and accurate invoice is presented to the CITY;
- ii. Purchasing Card – If CONTRACTOR accepts payment by purchasing card (Credit Card) payment will be made no later than 7 days from the date a correct and accurate invoice is presented to the CITY. Payment by Purchasing Card will be at the Contracted unit price amounts and no additional charges or convenience fees will be added to the invoice or payment.

**14. Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the

CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

**15. Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

**16. Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**17. No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

**18. Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**19. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years from the date of award and includes an option to renew the Agreement for additional terms not to exceed an aggregate of three (3) additional years. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

**20. Price Adjustment.** Prices shall remain firm for all orders placed during the initial year of the contract; price escalation may be allowed only in accordance with the following provision.

- a. A price adjustment, either up or down, may be requested at the time of contract renewal based on the Produce Price Index (PPI) specified. Price increases shall be

requested by the vendor in writing. Price decreases shall be requested by the City in writing. A written request must detail the price increase requested, detail the new unit costs of each item, and provide justification to substantiate the request for an increase in prices. Recognizing the cost of the product is not 100% raw material.

- b. Any price adjustment must be mutually agreeable. Should the parties not be able to come to an agreement the Agreement shall be terminated.
- c. The basis of the price increase must be tied to the Producer Price Index Industry Data for the Plastic Materials and Resin Mfg. Industry Index (PUC 325211325211). The calculation for an increase or decrease in the PPI will use the month of bid award compared to the most recent month available. These figures are available from the U.S. Department of Labor - Bureau of Labor Statistics

- i. Formula: Most recent month available at time of request – Month of bid award = Percent Increase or Decrease

*Example:*

<i>Year</i>	<i>Award Month</i>		
	<i>February</i>	<i>March</i>	<i>April</i>
<i>2014</i>	<i>252.8</i>	<i>248.7</i>	<i>263.9</i>
<i>2015</i>	<i>259.7</i>	<i>264.7</i>	<i>271.0</i>

*7.1 index point increase*

*Index Increase (7.1) points divided by 2014 Index (263.9) points equals .0269% potential increase*

- ii. Preliminary published indexes will be used if available.
- iii. Index values adjusted after publication will not have an effect on any adjustments to pricing based on the originally published index.
- d. Any price adjustment must be reviewed by the Purchasing Manager and if acceptable presented to the City Commission for approval for the contract amendment.
- e. All price adjustments will be finalized using a contract amendment.

**21. Non-appropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “nonappropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has

no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided a non-appropriation has occurred and the CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before he proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

**22. Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be KRISTY BALLARD, Municipal Bid Specialist. The primary contact person under this Agreement for the CITY shall be STEPHEN LUALLAN, Solid Waste Manager.

**23. Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

**24. Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

**25. Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**26. Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**OTTO ENVIRONMENTAL SYSTEMS  
(NC), LLC**

By:  \_\_\_\_\_

Printed: John Bowers \_\_\_\_\_

Its: Secretary \_\_\_\_\_  
(Title)

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. **Work.** CONTRACTOR shall provide commodities in accordance with the Contract Documents for furnishing 95-Gallon Poly Mobile Refuse Containers as required by ITB 160311.
- II. **Incorporation of Sections.** The following sections of the Invitation to Bid 160311 document are incorporated by reference and made a part hereof:
  - a. Section 1 - Special Terms & Conditions,
  - b. Section 2 - Scope of Work,
  - c. Section 3 - General Terms & Conditions, and
  - d. Section 4 - City Forms as completed and submitted by CONTRACTOR.
  - e. Addendums 1 & 2 made to the Invitation to Bid.
- III. **Bid Submittal.** The original April 12, 2016 bid submittal from the Contractor is incorporated by reference and made a part hereof.
- IV. **Contract Prices** - Contracted unit prices submitted by the vendor are attached as **EXHIBIT "B"** and are incorporated by reference and made a part hereof.

*[Rest of page intentionally left blank.]*



**EXHIBIT "B"**

ITEM	DESCRIPTION	QUANTITY	BID UNIT PRICE PER CONTAINER	MANUFACTURER & MODEL NO.	DELIVERY LEAD TIME (DAYS)
1.0	<b>POLY MOBILE REFUSE CONTAINER</b> 95 – Gallon per specifications	TRUCK LOAD VOLUME	<b>\$ 44.57</b> (Freight Included)	Otto Environmental Systems (NC), LLC MSD-95E "Edge"	45 days ARO
1.1	<b>Truck Load Quantity:</b>				
2.0	<b>POLY MOBILE REFUSE CONTAINER</b> 95 – Gallon per specifications	LESS THAN TRUCK LOAD	<b>\$ 41.39</b> (Freight Not Included*)	Otto Environmental Systems (NC), LLC MSD-95E "Edge"	45 days ARO
3.0	<b>Replacement Parts and Accessories* - (Provide Description)</b>				
3.1	Cart Body		\$ 38.50		
3.2	Lid		\$ 12.50		
3.3	Hinge Pin		\$ 0.24		
3.4	Axle		\$ 6.00		
3.5	Wheel		\$ 7.50		
3.6	Metal Lower Lift Bar		\$ 2.00		

\*Refer to Invitation to Bid Addendum No. 2.



# AGENDA MEMORANDUM

**Item No:** 5.B.3.

**Meeting Date:** May 23, 2016

**From:** DC Maudlin, Public Works Director

**Subject:** Resolution authorizing execution of a construction services agreement for construction of a restroom building in Berry Park

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**Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of a construction services agreement for construction of the Berry Park restroom with Cardiff Construction LLC for an amount not to exceed \$117,099.00.

**Analysis:**

This project will provide a quality restroom facility to serve Berry Park and allow the removal of portable restrooms currently serving the park. The Contractor will prepare the site, construct the building, and make all connections to existing utilities. Construction will be in accordance with the plans and specifications provided by the City. Documents are attached showing approximate location of the building and the concept drawing prepared by the Architect.

Activities in the park are scheduled the end of June (Juneteenth) and July 4<sup>th</sup>; due to these events, construction will begin immediately after the July 4<sup>th</sup> holiday. Time for completion is no more than 90 days following issuance of the Notice to Proceed.

**Procurement Analysis:**

On April 5, 2016 the Purchasing Division issued Invitation to Bid (ITB) 160351 requesting bid responses from interested contractors. The ITB was posted to Public Purchase, the City's FTP site, and known contractors were notified directly by e-mail. On April 12, 2016 a pre-bid meeting was held and attended by 10 contractors and/or sub-contractors. On April 28, 2016 the Purchasing Division received and publicly opened 8 bid responses.

Following the evaluation of bids, two bidders were deemed non-responsive for not submitting their bid on a revised schedule of bid items issued with Addendum No. 2. The revised schedule included an additional cost element. Not using the revised Schedule of Bid Items is deemed a major flaw thereby disqualifying their bids from consideration for award. None of the disqualified bidders submitted a bid amount lower than the low bidder.

## SUMMARY OF BIDS

CONTRACTOR NAME	LOCATION	BID AMOUNT	LOCAL VENDOR PREFERENCE
Cardiff Construction LLC	Lecanto, FL	<b>\$117,099.00</b>	NO
Jerome's Masonry	Lady Lake, FL	\$120,864.50	YES – Tier II 2%
Mark Cook Builders, Inc.	Leesburg, FL	\$132,617.00	YES – Tier I 5%
Daly & Zilch, Inc	Lecanto, FL	\$162,890.00	NO
MVB & Associates, Inc.	Orlando, FL	\$170,905.00	NO
KAM Services, Inc.	Groveland, FL	\$182,058.55	NO

Tier I – 5% LVP Adjusted Low Bid Amount – \$122,953.95

Tier II – 2% LVP Adjusted Low Bid Amount – \$119,440.95

The City's Local Vendor Preference (LVP) policy was applied to the bid amount submitted by the non-local low bidder. Application of the LVP policy did not result in a local vendor becoming the low bidder.

Staff has reviewed all responsive bids and determined Cardiff Construction LLC is the lowest responsive and responsible bidder. Past project references provided by Cardiff have been verified. Therefore, staff recommends award to Cardiff Construction LLC. Bonds are not required on this project, the value being less than \$200,000.00.

### Options:

1. Approve the resolution authorizing execution of the agreement with Cardiff Construction; or
2. Such alternative action as the Commission may deem appropriate

### Fiscal Impact:

The Commission allocated \$100,000 in the FY 16 budget for this project. Additional funds to complete the project will be drawn from other capital projects.

**Submission Date and Time:** 5/18/2016 3:11 PM

Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/>  Revised 6/10/04	Reviewed by: Dept. Head <u>DCM</u>  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-5193-519.62-10</u>  Project No. <u>310051</u>  WF No. <u>WF0997813 / 001</u>  Req. No. <u>48220</u>  Budget <u>\$100,000.00</u>  Available <u>\$100,000.00</u>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A CONSTRUCTION SERVICES  
AGREEMENT WITH CARDIFF CONSTRUCTION LLC FOR  
THE CONSTRUCTION OF A RESTROOM BUILDING IN  
BERRY PARK FOR AN AMOUNT NOT TO EXCEED \$117,099;  
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement  
with CARDIFF CONSTRUCTION LLC whose address is 3325 Pebble Beach Court,  
Lecanto, FL 34461 to construct a restroom building in Berry Park pursuant to Invitation to  
Bid 160351.

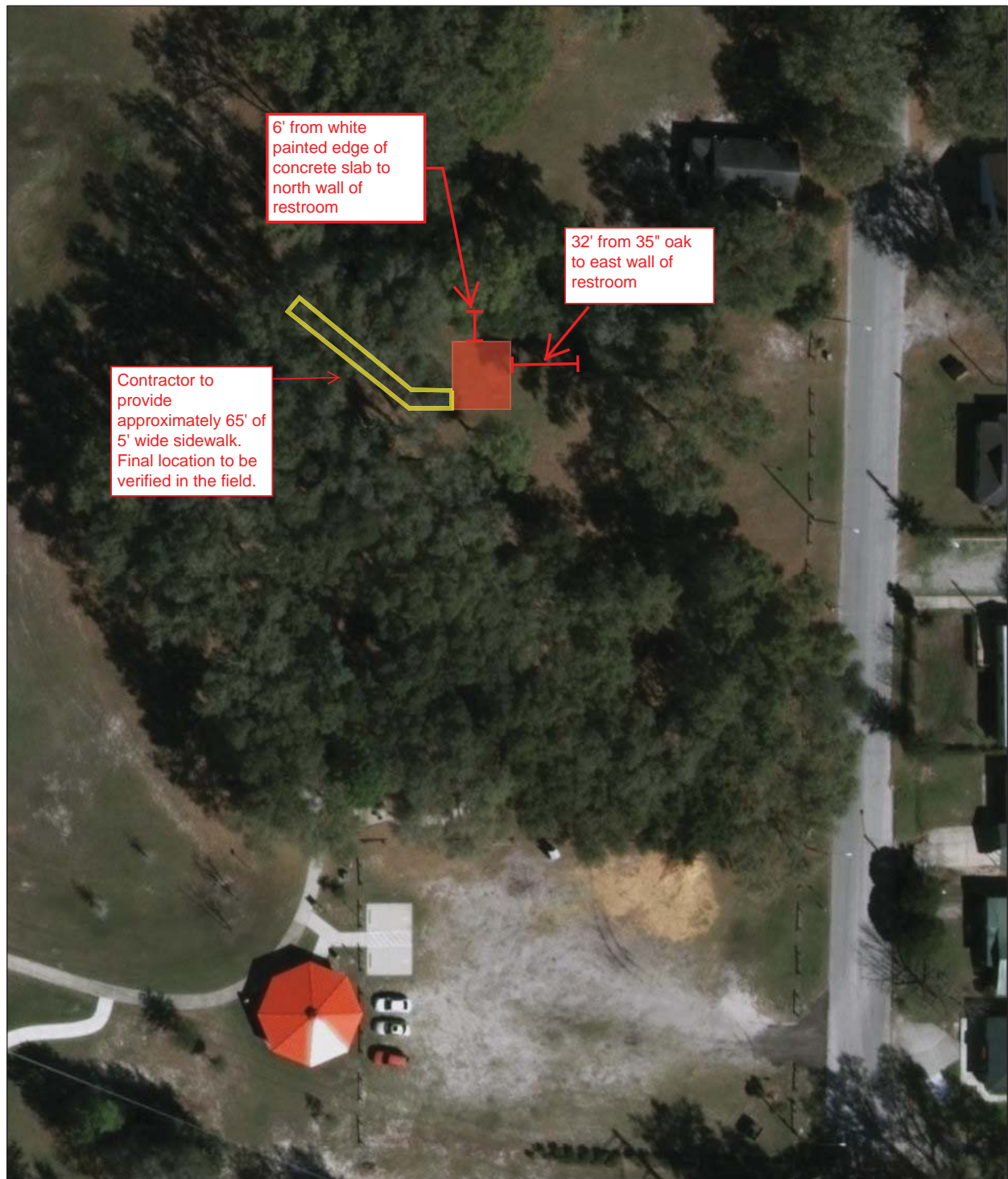
**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 23rd day of May 2016.

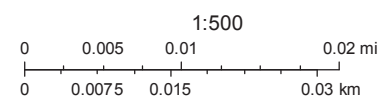
\_\_\_\_\_  
Mayor

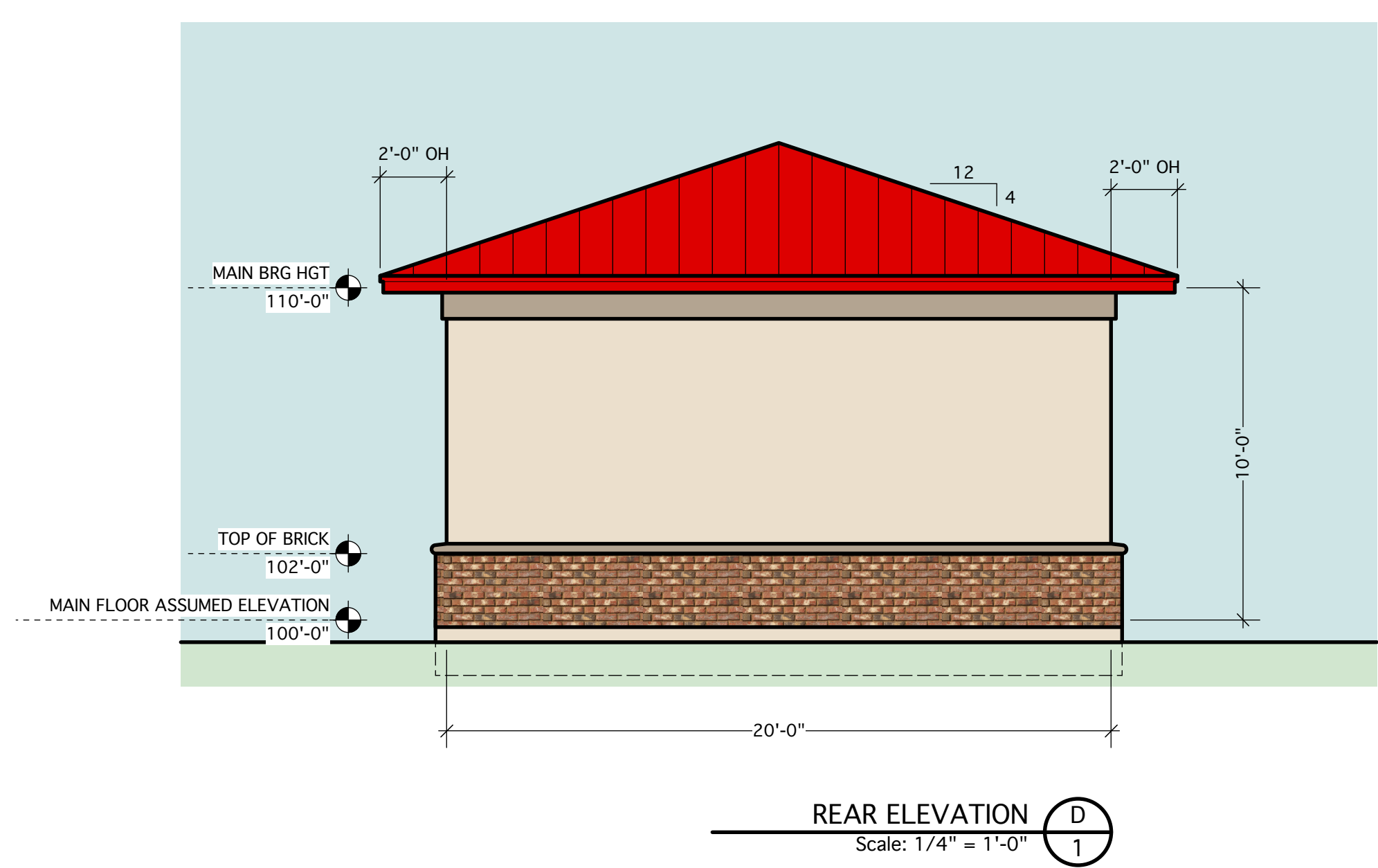
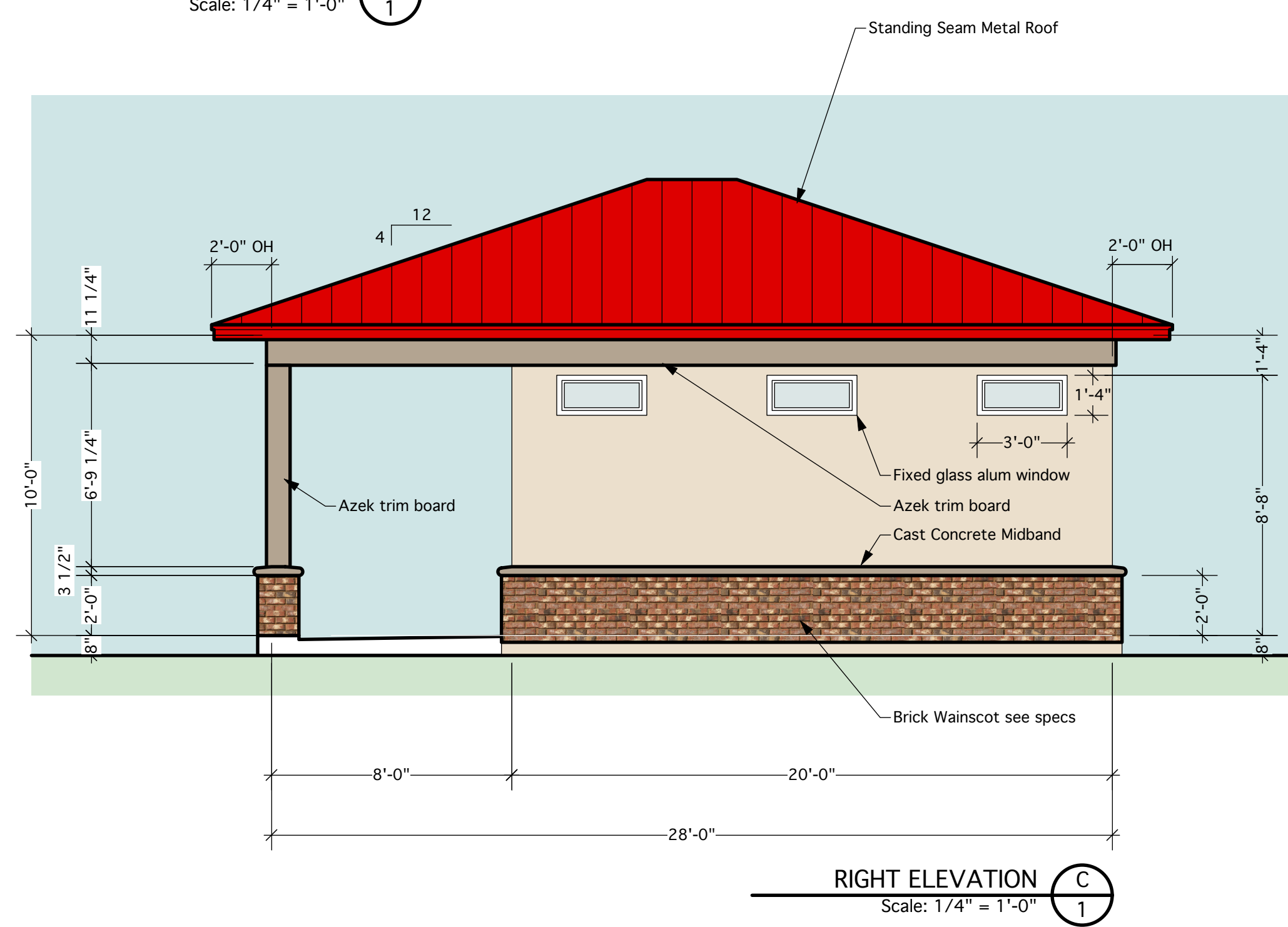
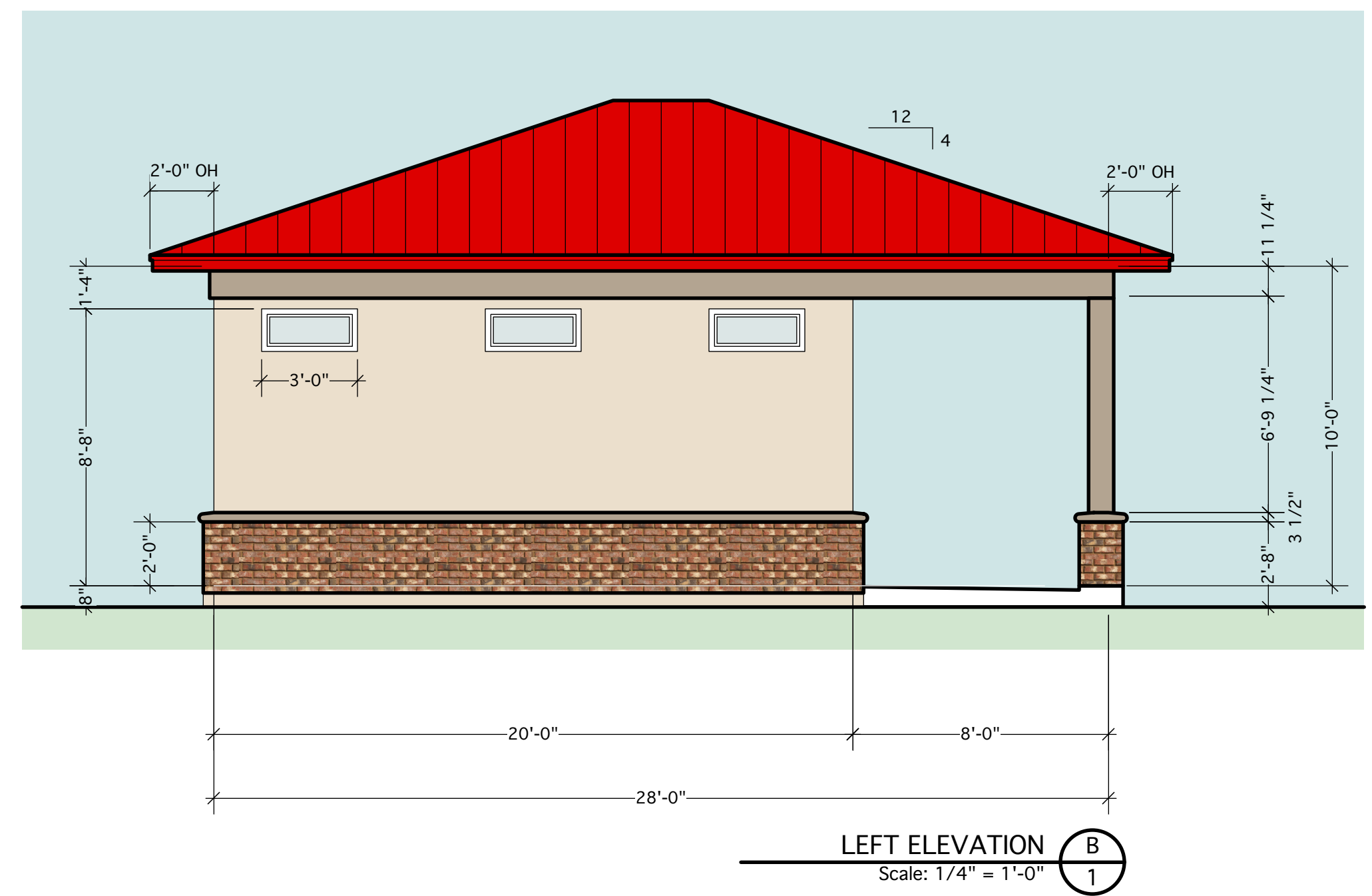
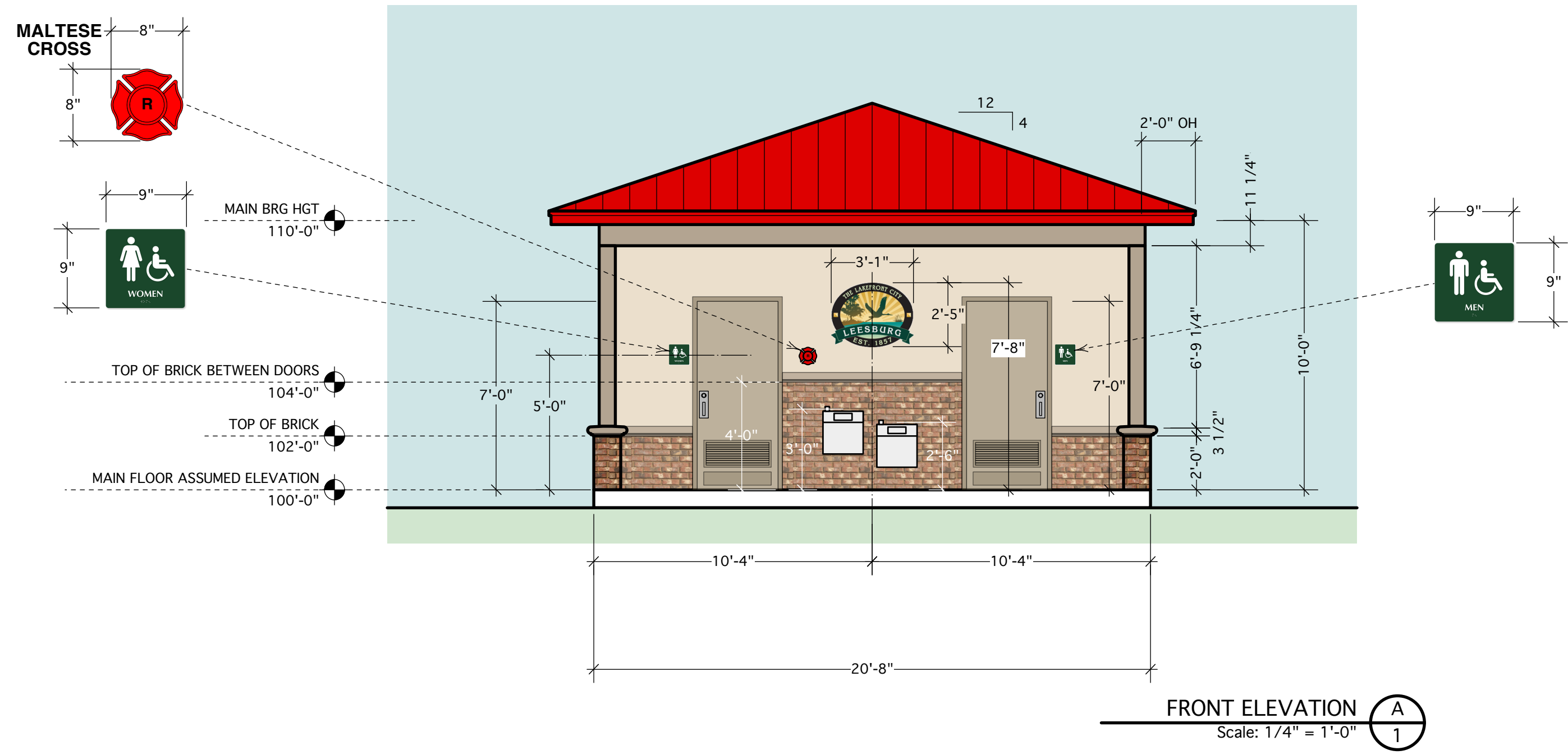
ATTEST:

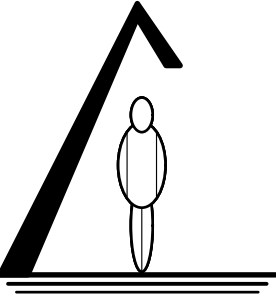
\_\_\_\_\_  
City Clerk



April 5, 2016







1317 Sumner Street Leesburg, FL 34748  
P: 352.787.1121 • F: 352.728.8292  
A: 00000000 • CB: 000029

DESIGN / BUILD SPECIALISTS

**SENATORE INC.**

JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION

2016.05

#	DATE	DESCRIPTION
1	3.17.16	BID SET

DESIGN / BUILD SPECIALISTS

**SENATORE INC.**

JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION

1317 Sumner Street Leesburg, FL 34748 • P: 352.787.1121 • F: 352.728.8292 • A: 00000000 • CB: 000029

NOTICE: The information on this sheet is the property of James P. Senator Architect, State Reg. # 6808, and is not to be copied in whole or in part without the written permission of James P. Senator Architect.

**BERRY PARK RESTROOM**  
BEECHER ST., LEESBURG, FLORIDA

**ELEVATIONS**

DRAWING NO.: 2016.05  
DATE: 4.5.16  
DESIGNED BY: JPS  
DRAWING BY: CAZ  
CHECKED BY: JPS

**SHEET 1**

James P. Senator  
Architect

Florida No. 00006808



**\*\* Notice of Recommendation of Award \*\***

Date: **May 10, 2016**  
Bid No. & Title: **160351 – Restroom Construction – Berry Park**  
Buyer: **Mike Thornton, CPPO – Purchasing Manager**  
Commission Meeting: **May 23, 2016 at 5:30 PM**

I will be recommending the following award for the Restroom Construction at Berry Park to our City Commission at their regular meeting on May 23, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **CARDIFF CONSTRUCTION, LLC**  
**3325 Pebble Beach Court**  
**Lecanto, Florida 34461**

Their bid has been reviewed and determined to be responsive and responsible.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton  
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at [www.PublicPurchase.com](http://www.PublicPurchase.com) to be notified of future bid opportunities with the City.



Purchasing Division  
204 N. 5<sup>th</sup> Street, Leesburg, FL 34748  
Ofc: (352)728-9880 | [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov)  
[www.leesburgflorida.gov](http://www.leesburgflorida.gov)

Vendor		Cardiff Construction LLC	Jeromes Masonry	Mark Cook Builders, Inc.	Daly & Zilch, Inc.	MVB & Associates, Inc.	KAM Services, Inc.
Location		Lecanto, FL	Lady Lake, FL	Leesburg, FL	Lecanto, FL	Orlando, FL	Groveland, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Construction of Restroom Bldg as detailed in drawing set.	\$108,250.00	\$107,712.00	\$118,935.00	\$150,657.50	\$159,425.00	\$168,095.55
2	Concrete Sidewalk 5 Ft wide, 4 IN thick, Installed	\$1,219.00	\$2,200.25	\$1,276.00	\$2,632.50	\$1,950.00	\$1,430.00
3	Sewer service 4-IN SDR-26, Installed	\$1,680.00	\$3,500.80	\$3,200.00	\$2,400.00	\$4,160.00	\$2,360.00
4	Water service 1-1/2 IN schedule 40 PVC, Installed	\$800.00	\$1,500.80	\$2,400.00	\$1,200.00	\$1,920.00	\$1,440.00
5	Underground Electrical service transformer to bldg service entrance, Installed	\$400.00	\$940.00	\$775.00	\$625.00	\$750.00	\$625.00
6	Furnish & Install Schlage Maglock system as specified in addendum #2	\$4,750.00	\$5,010.65	\$6,031.00	\$5,375.00	\$2,700.00	\$8,108.00
<b>Total Base Bid Amount</b>		<b>\$117,099.00</b>	<b>\$120,864.50</b>	<b>\$132,617.00</b>	<b>\$162,890.00</b>	<b>\$170,905.00</b>	<b>\$182,058.55</b>
<b>Local Vendor Preference calculation.</b> If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.							
LVP Tier I Adjusted Low Bid (low bid + 5%)		\$122,953.95	NA	\$132,617.00	NA	NA	NA
LVP Tier II Adjusted Low Bid (low bid + 2%)		\$119,440.98	\$120,864.50	NA	NA	NA	NA
<b>TIME FOR COMPLETION</b>							
Number of CALENDAR DAYS to <b>begin</b> work after NTP:		30	10	10	10	7	15
Number of CALENDAR DAYS to <b>completion</b> after NTP:		90	90	90	90	90	90
<b>SEALED BID RESPONSIVENESS REVIEW SUMMARY</b>							
<b>IS THE BIDDER DETERMINED TO BE RESPONSIBLE</b>		Yes	Yes	Yes	Yes	Yes	Yes
<b>IS THE BID DETERMINED TO BE RESPONSIVE</b>		Yes	Yes	Yes	Yes	Yes	Yes
General Vendor Information		Yes	Yes	Yes	Yes	Yes	Yes
Meets Contractor License Requirement		Yes	Yes	Yes	Yes	Yes	Yes
Contractor License Number		CGC1518867	CGC1512539	CGC1504155	CGC059597	CGC1504484	CGC055090
Bidders Certification		Yes	Yes	Yes	Yes	Yes	Yes
Exceptions Taken		No	No	Yes	No	No	No
Acknowledgement of Addenda		Yes - 2	Yes - 2	Yes - 2	Yes - 2	Yes - 2	Yes - 2
Claims Local Vendor Preference		No	Yes - Tier II	Yes - Tier I	No	No	Yes - Tier II <sup>1</sup>
Sub-Contractor Listing		Yes	Yes	Yes	Yes	Yes	Yes
Equipment Listing		Yes	Yes	Yes	Yes	Yes	Yes
Statement of Experience		Yes	Yes	Yes	Yes	Yes	Yes
<b>Tabulation Note:</b> Two other bid responses were received. However, the bid responses were deemed non-responsive for not submitting their bid response on the revised Schedule of Bid Items issued in Addendum No. 2. The revised Schedule of Bid Items contained an added pricing item. Not submitting the revised Schedule of Bid Items is deemed a major flaw. Neither of the non-responsive bidders submitted a bid amount lower than the low bidder.							
<sup>1</sup> Vendor claimed Tier II local vendor preference. A check of the City's GIS 20-mile radius map shows the provided address is outside the 20-mile radius.							

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager



## AGREEMENT FOR CONTRUCTION SERVICES

**THIS AGREEMENT** is made as of the 23rd day of May in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **CARDIFF CONSTRUCTION** whose address is 3325 Pebble Beach Court, Lecanto, Florida 34461 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **construction of a freestanding restroom building at Berry Park** to the CITY as listed in Invitation to Bid 160351 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 160351, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$117,099.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **THIRTY (30)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **NINETY (90)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**  
**Attention: Mike Thornton, Purchasing Manager**  
**P.O. Box 490630**  
**Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its

officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be **MICHAEL ROSSELET, PROJECT MANAGER**. The primary contact person under this Agreement for the CITY shall be **ROBERT HARPER, PROJECT MANAGER**.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Jay Hurley, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**CARDIFF CONSTRUCTION, LLC**

By:  \_\_\_\_\_

Printed: Robert R. Russell

Its: Managing member  
(Title)

**ATTACHMENT “A”**

**SCOPE OF SERVICES**

- I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Berry Park Restroom Construction Project as required by Invitation to Bid (ITB) 160351.
- II. **Incorporation of Sections & Documents.** The following sections of the Invitation to Bid 160351 document are incorporated by reference and made a part hereof:
- a. Section 1 - Special Terms & Conditions,
  - b. Section 2 - Scope of Work,
  - c. Section 3 - General Terms & Conditions,
  - d. Section 4 - Supplemental Conditions – Construction,
  - e. Section 5 - City Forms as completed and submitted by CONTRACTOR, and
  - f. ATTACHMENT – Architectural Drawings titled “Berry Park Restroom consisting of 16 sheets.
  - g. Addendum Numbers 1 & 2 made to the Invitation to Bid.
- III. **Bid Submittal.** The original April 28, 2016 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

*[Rest of page intentionally left blank.]*



# AGENDA MEMORANDUM

**Item No:** 5.C.1.

**Meeting Date:** May 23, 2016

**From:** Tracey Dean, Airport Manager

**Subject:** Approval of a Supplemental JPA #2 with FDOT for the Taxiway A Extension and Seaplane Ramp project.

---

**Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of the Supplemental JPA #2 with FDOT.

**Analysis:**

On June 27, 2013, Joint Participation Agreement (JPA) AR341, in the amount of \$182,050 was executed between the City of Leesburg and FDOT for the Taxiway extension related to the Seaplane Ramp project. Initially, the grant was to be used towards design and the FAA required Focused Environmental Assessment (FEA). After the FEA was complete, it was decided that the remaining funds would be used towards the construction of the project, since reimbursement for engineering and design was being covered by the Economic Development and Transportation Fund (EDTF) Grant ARE50.

There are \$121,570 dollars remaining in the original JPA. There are additional funds amounting to \$337,804 from projects that have come in under budget and/or cancelled for lack of need or justification. As the FDOT fiscal year comes to a close, these funds are being reprogrammed to fund construction costs of the Seaplane Ramp project.

Commission should also expect to see another Supplemental JPA, after the start of FDOT's 2017 fiscal year, July 1, 2016. There will be approximately \$333,000 additional dollars forthcoming; also to fund eligible construction costs.

**Options:**

1. Approve the Supplemental JPA #2; or,
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

Total construction cost estimate at 60% design is \$2.9M. Available funds from FDOT and Lake County will total approximately \$916,000. Airport cash and a Wastewater utility loan, if needed, will fund the remaining project costs.

Submission Date and Time: 5/18/2016 3:11 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>048-0000-334-4200</u> Project No. _____ WF No. _____ Budget _____ Available _____
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE SUPPLEMENTAL JOINT  
PARTICIPATION AGREEMENT #2 WITH FDOT FOR THE  
TAXIWAY A EXTENSION AND SEAPLANE RAMP PROJECT;  
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute a Supplemental  
Joint Participation Agreement with Florida Department of Transportation for eligible  
construction costs associated with the Seaplane Ramp project.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
JAY HURLEY, Mayor

ATTEST:

\_\_\_\_\_  
J. ANDI PURVIS, City Clerk



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

133 S. Semoran Boulevard  
Orlando, Florida 32807

JIM BOXOLD  
SECRETARY

May 16, 2016

Ms. Tracey Dean  
Airport Manager  
Leesburg International Airport  
8807 Airport Blvd.  
P.O. Box 490630  
Leesburg Florida 34749-0630

**Subject: Supplemental Joint Participation Agreement No. 2**

Leesburg International Airport  
FM No.: 434305-1-94-01  
Contract No.: AR341

Description: Focused Environmental Assessment for the Taxiway "A" Extension and Seaplane Ramp

Dear Ms. Dean:

Enclosed are two Supplemental Joint Participation Agreement documents for your adoption and signature. Please authorize and seal the signature page for each document by original signature. Please return both adopted Supplemental Joint Participation Agreements along with one certified copy of the Resolution adopting the agreements to the address below. When the Supplemental Joint Participation Agreements are fully authorized by all parties, one original document will be returned to you. **Should you wish to have more than one original document, please make the appropriate number of copies and submit them to the Department for execution. All copies will be returned once fully authorized. Please note that any costs incurred prior to the Department executing the Supplemental Joint Participation Agreement will not be eligible for reimbursement.**

**Please return all documents to:**

Ms. Holly Lopenski  
Florida Department of Transportation  
Special Projects Section, MS 4-520  
719 S. Woodland Blvd.  
Deland, FL 32720-6834

**Documents mailed back to our office in Orlando will result in a delay in executing the grants.**

**\*\* PLEASE TAKE NOTE \*\*:**

Please take note of the Attachment "A" with regards to the revised budget and Exhibit "A" with regards to the Method of Compensation and the addition of the Scope of Services, if applicable. Invoicing and payments will be made based on the Method of Compensation and deliverables defined in Exhibit "A" and the Scope of Services. Also, please provide this office with an executed Task Order/Amendment/Contract for this work if not already provided. Please call me with any questions or concerns.

Sincerely,

Allison D. McCuddy  
Freight and Logistics Specialist

AM/am  
Enclosures (2)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number 2**

725-030-07  
PUBLIC TRANSPORTATION  
12/14

Page 1 of 4

Financial Project No(s): 434305-1-94-01  <small>(item-segment-phase-sequence)</small> Contract No.: AR341	Fund: DPTO Function: 637 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Category: 088719 Object Code: 751000 A8 Org. Code: 55052000531 Vendor No.: F596 000 362 006
Catalog of Federal Domestic Assistance Number: N/A      Catalog of State Financial Assistance Number: 55.004 CFDA Title: N/A      CSFA Title: Aviation Development Grants		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and City of Leesburg  
501 West Meadow St., P.O. Box 490630, Leesburg, Florida 34748-5158  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 27th day of June 2013,  
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$483,444.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended  
to Include Design and Construction of the Taxiway "A" Extension and Seaplane Ramp as More Particularly Described in  
the Exhibit "A" Scope of Services at Leesburg International Airport

## 2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased/ ☐ decreased by \$766,785.00  
bringing the revised total cost of the project to \$948,835.00

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$337,804.00  
bringing the Department's revised total cost of the project to \$483,444.00

## 3.00 Amended Exhibits:

Exhibit(s) "A", "B", and "D" of said Agreement is amended by Attachment "A".

## 4.00 Contract Time:

Paragraph 16.00 of said Agreement October 1st, 2017

## 5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



434305-1-94-01

Financial Project No(s)

Contract No. AR341

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 27th, 2013, and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Leesburg

See attached Encumbrance Form for date of Funding Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Frank J. O'Dea, P.E.

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development

TITLE

Financial Project No. 434305 1 94 01Contract No. AR341

Agreement Date \_\_\_\_\_

ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Leesburg  
P.O. Box 490630, Leesburg, Florida 34749-0630

dated \_\_\_\_\_.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Adds Scope And Funds To Include The Design And Construction Of The Taxiway "A" Extension And Seaplane Ramp. Updates Exhibit "A", Exhibit "B", And Exhibit "D". No Other Changes.

I	Project Cost:	As Approved	As Amended	Net Change
		\$ 182,050	\$ 948,835	\$766,785
	<b>Total Project Cost:</b>	<b>\$182,050</b>	<b>\$948,835</b>	<b>\$766,785</b>
II	Fund Participation			
	Department: <u>80.0%</u>	\$145,640	\$24,070	(\$121,570)
	Agency: <u>20.0%</u>	\$36,410	\$6,017	(\$30,393)
	Other: <u>0.0%</u>	\$ 0	\$ 0	\$ 0
	Department: <u>50.0%</u>	\$ 0	\$459,374	\$459,374
	Agency: <u>50.0%</u>	\$ 0	\$459,374	\$459,374
	Other: _____	\$ 0	\$ 0	\$ 0
	<b>Total Project Cost:</b>	<b>\$182,050</b>	<b>\$948,835</b>	<b>\$766,785</b>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Leesburg  
501 West Meadow Street, P.O. Box 490630, Leesburg, Florida 34749-0630  
referenced by the above Financial Project Number.

PROJECT LOCATION:                      Leesburg International Airport  
                                                 8807 Airport Blvd.  
                                                 P.O. Box 490630  
                                                 Leesburg, Florida 34749-0630

PROJECT DESCRIPTION:                Focused Environmental Assessment for the Taxiway "A"  
                                                 Extension and Seaplane Ramp to Include Design and  
                                                 Construction of the Taxiway "A" Extension and Seaplane Ramp  
                                                 Per Exhibit "A" Scope of Services

### SPECIAL CONSIDERATIONS BY AGENCY:

- 1)     The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

### SPECIAL CONSIDERATIONS BY DEPARTMENT:

- 1)     Joint Participation Agreement Paragraph 4.10(c) is hereby deleted and replaced with the following:  
         " (c) Approval of all plans, specifications, contracts or other obligating documents, where approvals are specifically required by the Department, and all other terms of this Agreement; "
- 2)     Joint Participation Agreement Paragraph 8.30, "Disallowed Costs", is hereby deleted and replaced with the following:

**"8.30 Disallowed Costs:**     In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement and beyond the expiration date as specified in Paragraph 18.00 of this Agreement, costs which are not provided for in the latest approved budget for the project, costs attributable to goods and or services received under a contract or other arrangements which specifically require approvals by the Department and that have not obtained approvals by the Department, and costs invoiced prior to receipt of annual notification of fund availability."

- 3)     Joint Participation Agreement Paragraph 12.10, "Third Party Agreements" is hereby deleted and replaced with the following:

**"12.10 Third Party Agreements:**     Only when the Department has determined that approvals are required, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the required written approval of the Department. Failure to obtain such approvals as specifically required shall be sufficient cause for nonpayment by the

Department as provided in Section 8.23. In all cases, the Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same."

- 4) Joint Participation Agreement Paragraph 15.00, "Plans and Specifications", is hereby deleted in its entirety. Certifications must be provided per Exhibit "C", Section D., Items 23.a.(2) and 23.b. Notwithstanding the provisions of this paragraph, the airport, upon request by the Department, shall provide signed and sealed plans and specifications to the Department for review.
- 5) Joint Participation Agreement Paragraph 22.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".
- 6) Method of Compensation:

Payments: The AGENCY shall submit an invoice for payment, no more frequently than monthly, in a format acceptable to the DEPARTMENT. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and shall be based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager or designee prior to reimbursements. Payment for services shall be made to the AGENCY based upon supporting documentation establishing that the deliverables were received and accepted in writing by the AGENCY. Supporting documentation must also establish that the required minimum level of service was met, and that the criteria for evaluating successful completion were met.

Compensation: For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of \$483,444 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**SCOPE OF SERVICES FOR  
LEESBURG INTERNATIONAL AIRPORT  
TAXILANE AND SEAPLANE RAMP  
FDOT ITEM NO. 434305-1-94-01  
SJPA #2**

**OBJECTIVE**

The objective of the subject project is to design and construct a public use taxilane and seaplane ramp on the shore of Lake Harris.

**PROJECT DESCRIPTION**

The PROJECT can be generally described as the preliminary and final design, permitting and construction of the taxilane and Seaplane Ramp at the Leesburg International Airport (LEE). The proposed Seaplane Ramp shall be sited adjacent to, but clear off the Runway 31 RPZ and on the shore of Lake Harris. The portion of the ramp beyond the shoreline is proposed to be concrete. The remainder of the ramp and the approximately 800' length of taxiway shall be P-401 SP asphalt pavement on base. A seaplane dock facility will be specified as an alternate bid item and will be awarded based on funding availability.

The Project shall be funded jointly by an available economic development grant, FDOT matching funds and the City's own funds.

**PROJECT JUSTIFICATION**

The addition of these improvements will make the airport more multi-modal and seaplane friendly as it will allow seaplanes to access the airport infrastructure directly from Lake Harris. The addition of this additional access point will create more business opportunities for the airport tenants who supply goods and services to this segment of aviation.

Surrounded by lakes, Leesburg International Airport is a thriving center for seaplane activities. The seaplane ramp is an integral part of the airports master plan and will allow the businesses on the airport to service and support amphibious aircraft (those with floats and wheels which can land on a hard surface runway, if needed) and "Straight Float" aircraft (those with strictly float-equipped which can only access an airport via a seaplane ramp). Several businesses on the airfield will benefit from this construction project. This will lead to increased demand for fuel sales, maintenance, avionics, seaplane pilot training and hangar rentals.

**ENGINEER:**

The following engineering services will be provided by the consultant, AVCON.

**1. OVERVIEW OF PROFESSIONAL SERVICES**

In general, professional services to be performed under this assignment include:

- A. Inventory and preliminary investigation
- B. Design surveys and topographic mapping.
- C. Design geotechnical investigations.

- D. Design and development of construction plans
- E. Preparation of construction specifications and bid documents
- F. Opinion of probable construction cost
- G. Co-ordination with the City of Leesburg, FAA, FDOT, FDEP, Army Corp of Engineers (ACOE), and the St. Johns River Water Management District.
- H. Stormwater and Environmental Permitting
- I. Bidding/Award phase services
- J. Construction administration services
- K. Resident Project Representation and Construction Material QA and Acceptance Testing

## **2. DESIGN PHASE SERVICES**

Design elements of this project include:

**SEAPLANE RAMP DESIGN:** The design will begin with collection of field data that will drive the engineering design decisions. The Consultant will collect survey data to determine existing underwater grades and evaluate the extreme low, normal, and extreme high water levels at the ramp location. Survey data will also determine the property, easement, and right-of-way boundaries, and the need to acquire authorizations to use submerged lands. The Consultant will also collect geotechnical data during this phase of the work.

**SHORE CONDITIONS ANALYSIS:** To better understand how the ramp will function during and after a significant storm event, the Consultant will perform a shoreline conditions analysis. This analysis would help define the effects of storm-generated waves, and would provide an estimate of anticipated scour and shoreline erosion at the seaplane ramp.

**RAMP AND FOUNDATION ANALYSIS:** With the survey data and geotechnical data collected, and the shoreline conditions analysis completed, the Consultant will design the seaplane ramp and its foundation. Initial design efforts will focus on whether a shallow foundation is appropriate for the ramp, or whether the ramp requires deep foundations, such as driven piles, to reduce settlement and scour concerns.

**TAXIWAY PAVEMENT:** The taxiway section pavement design will be developed based on borings and CBR values. It is initially believed that the pavement shall be P-401 SP on limerock or crushed concrete base.

**DRAINAGE AND DRAINAGE STRUCTURES:** The runoff from the paved surfaces shall be channeled and treated in conveyance swales or other treatment areas prior to discharge off-site.

**PERMITTING:** This project includes an expansion of the pavement surface area, and in addition to the environmental permitting required on the project, drainage-related permitting will also need to be addressed for the project

**PROJECT PHASING:** Among the most important features of the overall project development will be the establishment of a proper phasing plan to accomplish all of the design and construction objectives, while at the same time keeping the pavements open to aircraft movement to the maximum extent possible throughout the construction.

### **3. PRELIMINARY DESIGN PHASE SERVICES**

- A. Project Initiation/Coordination
- B. Coordinate with LEE staff for project access.
- C. Preliminary Investigation
- D. Analyze Design Soils Exploration Report and Survey Data
- E. Develop Pavement Design
- F. Coordinate Project Layout and Preliminary Phasing Plans
- G. Preliminary Cost Estimate
- H. Preliminary Technical Specifications
- I. Preliminary Engineer's Report
- J. FAA Airspace and 7460 Checklist

### **4. FINAL DESIGN PHASE SERVICES**

- A. Coordination of City's Comments on Preliminary Design
- B. Prepare Detailed Plans - Complete the plan set to include, at minimum:
  - a. General
  - b. Seaplane Ramp Design
  - c. Airfield Design
- C. Identify Deviations from FAA/FDOT Design Standards
- D. Prepare General and Special Provisions, Bid Forms, Technical Specifications
- E. Final Opinion of Probable Construction Cost
- F. Prepare relevant sections of the Final Engineer's Report
- G. Conduct 30% and 90% Plan Review with the City.
- H. Prepare 100% Documents

### **5. BIDDING PHASE SERVICES**

This project will be publically advertised for competitive bids. AVCON will assist the City with the bidding process. AVCON will perform the following tasks in this section:

- A. Assist the City Purchasing department with the publically bid project.
- B. Attend pre-bid meeting. Distribute meeting minutes.
- C. Issue addenda; answer RFIs.
- D. Evaluate bids and provide a recommendation of award.

### **6. CONSTRUCTION ADMINISTRATION PHASE SERVICES**

Construction administration includes the following tasks to be performed by the design engineer:

- A. Prepare Conformed Documents
- B. Attend Pre-Construction Conference
- C. Consultation and Advice
- D. Shop Drawings and Submittals
- E. Construction Material Quality Assurance and Acceptance Testing
- F. Site Visits
- G. Schedules and Pay Applications



- H. Progress Meetings
- I. Changes in the Work
- J. Punch List and Closeout Activities
- K. Record Drawings

## **7. RESIDENT PROJECT REPRESENTATIVE (RPR)**

AVCON will provide a qualified construction RPR on a part time basis to observe that the construction is carried out in reasonably close conformity with the contract documents and in accordance with the customary construction practices. Periodic site visits will be made on crucial milestone days, major construction operation days and testing days. The RPR will also make random visits to the site during construction. Duties of the RPR include:

- A. Observe the construction activities for conformance with the intent of the design and FDOT standards.
- B. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor.
- C. Prepare and maintain cost estimates and construction quantity estimates.
- D. Prepare daily and monthly construction progress reports.
- E. Coordinate the construction activity with the Airport and attend construction meetings.
- F. Review up-to-date record drawings completed by and received from the Contractor.
- G. Attend the Pre-Construction Conference and final inspection.

## **8. RECORD DRAWINGS**

AVCON will prepare record drawings based upon record information submitted by the contractor and RPR, and provide them to the Airport.

## **PAYMENT AND DELIVERABLES/MILESTONES FOR ENGINEERING:**

Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.

Payment for the above listed items or tasks may be made on a monthly basis in proportion to the percentage of completion after the following deliverables are received or milestones occur:

- A. Engineering Report
- B. Copy of Schematic Design
- C. Opinion of Probable Construction Cost
- D. FAA Airspace Determination Letter
- E. 30%, 90% and 100% design plans and specifications
- F. Pre-Bid meeting minutes and attendance list
- G. Bid Evaluation and Award Recommendation package
- H. Pre-Construction Meeting minutes and attendance list
- I. Verification of weekly job coordination meetings
- J. Verification of Site Visits
- K. RPR construction progress reports, as required.



- L. Record Drawings
- M. Verification of Substantial Completion Inspection.
- N. Verification of Final Completion Inspection.
- O. Receipt of closeout documents to Include:
  - a. Certificate of Substantial Completion
  - b. Construction Contract Time Summary
  - c. Construction Cost Summary

## **CONSTRUCTION**

A contractor will be determined when the contract is bid, a successful bidder determined, and the contract awarded by the Authority.

Construction can generally be described as the construction of an aircraft taxilane extending from the edge of the existing Taxiway A and the construction of a seaplane ramp from the taxilane to below the surface of Lake Harris near the shore line. The Contractor scope of work includes the construction of all of the above as required and included in the construction contract.

Generally, the Contractor will furnish all materials, labor, incidentals, and supplies required to construct the project and deliver the same to the Owner, ready for use. The Contractor will provide performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration; and all paperwork that is required.

- *Erosion control*
- *Clearing and Grubbing*
- *Muck removal and replacement with clean borrow material from on-site*
- *Base preparation*
- *Taxiway Paving*
- *Ramp construction*
- *Dock construction (additive bid)*
- *Electrical modifications and sign installation*
- *Pavement markings*
- *Site cleanup*
- *Furnishing all materials, labor, incidentals, and supplies required to construct the project*

The Contractor Services will be fully defined in the Contract Documents, which include all documents bound together in the Contract Documents and Specifications, the Drawings, the Addenda, and the Proposal submitted by Contractor.

## **PAYMENT DELIVERABLES/MILESTONES FOR CONSTRUCTION**

Payment will be made for activities performed in accordance with the tasks above. Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes.

Payment will be made based on Periodic Pay Requests listing all work in-place. The Pay Requests will be reviewed by LEE Staff, who will make any required adjustments, and authorize payment. All work

must be in place; there is no provision for payment for “materials delivered to site.”

Upon completion of the work, execution of the final change order, submittal of all required project completion documents and final inspection by LEE Staff and FDOT, the final (100%) payment will be made.

**PROJECT COSTS:**

Design, Bidding, Construction Administration, and RPR Services: \$384,348

Environmental Mitigation (est.): \$600,000

Construction Services (est.): \$2,300,000

Estimated Project Total: \$3,284,348

The design, bidding and construction phase services will be performed by AVCON. The Construction will be performed by the lowest responsive bidder. The Contractor will be added once a Contractor has been selected based on the local procurement requirements and Chapter 287.057 F.S.. The Department will reimburse for eligible costs based on this scope of services and only up to the amount in the grant. Additional funds may be added for construction based on the bids received and the funds approved by the Department.

## **EXHIBIT "D"**

### **SINGLE AUDIT ACT REQUIREMENTS**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Leesburg  
501 West Meadow Street, P.O. Box 490630 Leesburg, Florida 34749-0630

CFSA NUMBER: 55.004

STATE PROJECT TITLE: Aviation Development Grants

STATE AGENCY: Florida Department of Transportation

AMOUNT: \$483,444

PROGRAM OBJECTIVES: The Aviation Grant Program is designed to provide a safe, cost effective, and efficient statewide aviation system. Grant funds assist airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities. In addition, grants are intended to further develop and improve aerospace transportation facilities.

PROGRAM PROCEDURES: Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the Internet at  
<http://www.dot.state.fl.us/aviation/planning.shtm>). This guidebook is the standard by which all master planning documents will be produced.

Aerospace transportation facility projects must be consistent with the Space Florida Master Plan or the local government spaceport master plan.

COMPLIANCE  
REQUIREMENT:

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

ACTIVITIES ALLOWED:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (e.g. Aircraft Rescue and Fire Fighting [ARFF] equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the

event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

#### Aerospace Transportation Facilities

Department provides grants for spaceport master plans, layout plans, development studies, capacity projects, and launch support facilities that enable the primary flow of passengers and cargo to space corridors (e.g. facilities located at launch sites/ ranges needed to support launch activities). Projects at horizontal launch facilities also includes aprons, taxiways, runways, drainage, and approach lights.

ALLOWABLE COSTS: See Part Three.

CASH MANAGEMENT: See Part Three.

ELIGIBILITY: Not Applicable.

EQUIPMENT/REAL  
PROPERTY MANAGEMENT: Not Applicable.

**MATCHING:**

**Commercial Service Airports**

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**General Aviation Airports**

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Economic Development**

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Airport Loans**

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**PERIOD OF AVAILABILITY:** Not Applicable.

**REPORTING:** Not Applicable.

**SUBRECIPIENT  
MONITORING:** Not Applicable.

**SPECIAL TESTS  
PROVISIONS:** Not Applicable.



# AGENDA MEMORANDUM

Item No: 5.C.2.  
Meeting Date: May 23, 2016  
From: Jack Rogers, Gas Director  
Subject: FTS 1 Renewal

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## Staff Recommendation:

Staff recommends approval of an Agreement with Florida Gas Transmission, LLC for Firm Transportation Service to the City of Leesburg.

## Analysis:

The City of Leesburg currently receives all natural gas through two transportation agreements, FTS1 and FTS2. FTS1 provides nearly ninety percent of the gas supply to the city. This resolution renews FTS1, the oldest of the two agreements, which expires in January 2017. This renewal is under the current FTS1 Agreement's provisions and will expire in 2027.

## Options:

1. Approve renewal of the FTS1 Agreement; or
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

The FTS1 transportation rate is \$.55 per dekatherm. This charge is part of the calculated fuel adjustment charge and is passed through to the customer.

Submission Date and Time: 5/18/2016 3:12 PM

Department: <u>Gas</u> Prepared by: <u>JR</u> Attachment Yes <u>x</u> No <u>    </u> Advertised: <u>Not Required</u> <u>x</u> Dates: <u>                    </u> Attorney Review: Yes <u>x</u> No <u>    </u> <u>                                </u> Revised 6/10/04	Reviewed by: Dept. Head <u>JR</u> Finance Dept. <u>                    </u> Deputy C.M. <u>                    </u> Submitted by: City Manager <u>                    </u>	Account No. <u>                    </u> Project No. <u>                    </u> WF No. <u>                    </u> Budget <u>                    </u> Available <u>                    </u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG FLORIDA, AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE AN AGREEMENT WITH FLORIDA GAS  
TRANSMISSION COMPANY LLC, FOR FIRM  
TRANSPORTATION SERVICE; AND PROVIDING AN  
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with Florida Gas Transmission, LLC, whose address is 1300 Main St., Houston, Texas, 77002, for Firm Transportation Service, at FTS1 rate. **Attention: Mail to Katie Hall at Florida Gas Utility, 4619 NW 53<sup>rd</sup> Ave. Gainesville, Fl., 32653.**

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**SERVICE AGREEMENT**  
**Firm Transportation Service-Market Area**  
**Rate Schedule FTS-1**  
**Contract No. 107358**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and CITY OF LEESBURG (herein called "Shipper"),

**W I T N E S S E T H**

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

**ARTICLE I**

**Definitions**

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

**ARTICLE II**

**Quantity**

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

**ARTICLE III**

**No Notices Transportation Service**

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

**ARTICLE IV**

**Payment and Rights in the Event of Non-Payment**

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

**ARTICLE V**

**Rights to Amend Rates and Terms and Conditions of Service**

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1 (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

## ARTICLE VI

### Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective on 02/01/2017 and shall continue in effect through 01/31/2027. In accordance with the provisions in Section 20 of the General Terms and Conditions of the Transporter's Tariff, the Shipper has elected Rollover.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff sheet for ten (10) years or more ("Extension Period") at least 5 years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days written prior notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

## ARTICLE VII

### Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE VIII

### Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: CITY OF LEESBURG  
306 South 6<sup>th</sup> Street  
Leesburg, FL 34748-5821  
Attention: Jack Rogers  
Telephone 352.728.9840; 352.323.0896

## ARTICLE IX

### Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

## ARTICLE X - Not Applicable

ARTICLE XI

Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Contract No. 107358 dated 10/01/1993.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

CITY OF LEESBURG

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bradley Holmes

Name: \_\_\_\_\_

Title: Vice President, Market Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk



**EXHIBIT C**  
**TO**  
**RATE SCHEDULE FTS-1 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**CITY OF LEESBURG**  
**DATED**  
**10/01/1993**  
**Contract No. 107358**  
**Amendment No. 1**  
**Effective Date of this Exhibit C: 02/01/2017**

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

☐ Realignment of Points

☒ Contract Extension

☐ Contract Quantity

☐ Administrative Contract Consolidation

<u>Service Agreement Number</u>	<u>MDTQ</u>	<u>Termination Date</u>	<u>Extension Rights</u>
5141-107358	Nov-Apr 6,500	01/31/2027	Rollover
	May-Sept 2,295		
	Oct 2,800		

**TRANSPORTER**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**SHIPPER**  
**CITY OF LEESBURG**

By: \_\_\_\_\_  
Bradley Holmes  
Title: Vice President, Market Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:



\_\_\_\_\_  
City Clerk



# AGENDA MEMORANDUM

**Item No:** 5.C.3.

**Meeting Date:** May 23, 2016

**From:** Al Minner, City Manager

**Subject:** Approval of the creation of a Code Enforcement Administrative Assistant I (Police Department) position to be advertised and filled in the current fiscal year

---

## Staff Recommendation:

Approval of the attached resolution creating a Code Enforcement Administrative Assistant I (Police Department) position.

## Analysis:

As part of the economic development strategy and general well-being of the City, there has been a focus on improving Code Enforcement Citywide. In FY 13-14 there were 403 code enforcement actions taken in comparison to over 700 actions taken in FY 14-15. We are on pace for over 800 cases in FY 15-16. The significant increase in open cases has created a need for additional staffing. To ensure cases are continuing to be processed efficiently and effectively in Code Enforcement it is necessary to add the position in the current fiscal.

## Options:

1. Approve the resolution as attached
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

This position was not included in the current budget. The estimated cost for filling this position in the current year is \$16,634.60. The proposed Police budget for fiscal year 2016-17 currently includes this position and will be presented to the City Commission to review with the DRAFT budget in July.

**Submission Date and Time:** 5/18/2016 3:12 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER  
TO CREATE A CODE ENFORCEMENT ADMINISTRATIVE  
ASSISTANT 1 (POLICE DEPARTMENT) POSITION; AND  
PROVIDING AN EFFECTIVE DATE..

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the City Manager is hereby authorized to create and fill a Code Enforcement  
Administrative Assistant I (Police Department) position in the current fiscal year.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# AGENDA MEMORANDUM

**Item No:** 5.C.4.

**Meeting Date:** May 23, 2016

**From:** Al Minner, City Manager

**Subject:** Resolution of the City Commission of the City Leesburg, Florida authorizing the City Manager to adjust the paygrade on the Street Supervisor position from a 123 to a 127

---

## Staff Recommendation:

Approval of the attached resolution adjusting the paygrade on the Street Supervisor position from a 123 to 127.

## Analysis:

In the Public Works division there are ten supervisors, all of those supervisors' paygrades are at a 127 or higher. This position needs to be equitable to all other supervisors in the Public Works Department. This position is currently vacant and needs to be adjusted prior to filling.

## Options:

1. Approve the resolution adjusting the paygrade on the Street Supervisor position from a 123 to 127; or
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

The increase in salary expense for this change is approximately \$7,500 per year.

**Submission Date and Time:** 5/18/2016 3:12 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE CITY MANAGER  
TO ADJUST THE PAYGRADE ON THE STREET SUPERVISOR  
POSITION FROM 123 TO 127; AND PROVIDING AN EFFECTIVE  
DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the City Manager is hereby authorized to adjust the Street Supervisor  
paygrade from 123 to a 127 paygrade in the current fiscal year.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





# AGENDA MEMORANDUM

**Item No:** 5.C.5.

**Meeting Date:** May 23, 2016

**From:** William Spinelli, CPA Finance Director

**Subject:** Resolution Approving an Interlocal Agreement with Other Governmental Participants for the Purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants

---

## Staff Recommendation:

Approve an Interlocal Agreement with Other Governmental Participants for the Purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants.

## Analysis:

The City continues to ensure that it optimizes the safety, liquidity, and return, which helps to ensure the citizens of Leesburg that the investment program is protecting and enhancing the public's resources.

- 1) Safety - The City will minimize risks by managing the portfolio in a manner which emphasizes the preservation of principal while maintaining the City's cash and investments.
- 2) Liquidity - The City continues to maintain a liquid portfolio in order to meet the cash needs of the City's day to day operations. Portfolio maturity and duration parameters are established to provide for the liquidity needs of the City.
- 3) Return.

The City seeks to add more diversification to the City's Investment Portfolio. Diversification is an investment strategy aimed at managing risk by spreading the City's cash and investments across a variety of money market funds.

## Options:

1. Approve Resolution; or
2. Such alternative action as the Commission may deem appropriate

### Fiscal Impact:

The City currently has money in TD Bank, which is earning 30 Basis Points. We will move funds into FLCLASS, which is earning 59 Basis Points. FLCLASS as of 5/13/2016:

Rates as of 05-13-2016

Daily Rate (%)	0.60
Annual Yield (%)	0.53
Average 30-Day Yield (%)	0.59
Weighted Average Maturity (To Reset)	56 Days
Weighted Average Maturity (To Final)	73 Days
Daily Dividend	0.000016304111

[Rates Disclaimer](#)

Submission Date and Time: 5/18/2016 3:12 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**WHEREAS**, the **CITY OF LEESBURG** is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS**, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

**WHEREAS**, the Florida Interlocal Cooperation Act authorizes the City of Leesburg, together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS**, Palm Beach County, Pinellas County, and Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the "**Interlocal Agreement**"), the purpose of which is to provide the City of Leesburg and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the City of Leesburg, desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Leesburg as follows:

**SECTION 1.** The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

**SECTION 2.** Pursuant to Section 2.4 of the Interlocal Agreement, the City of Leesburg hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The City of Leesburg further agrees to file an executed copy of this Resolution with the Clerk of Court of Lake County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon its filing with the Clerk of Court of Lake County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of May 2016.

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Mayor

ATTEST:

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City Clerk

May 12, 2016

Bill Spinelli, CPA  
Finance Director  
City of Leesburg  
501 West Meadow Street  
Leesburg, FL 34748

Dear Mr. Spinelli:

As a follow up to our discussion regarding liquidity options as part of the overall investment program for the City of Leesburg, I am providing more information regarding the Florida Cooperative Liquid Assets Securities System (FLCLASS) as an option for the City's assets designated for short term investment strategies.

FLCLASS is rated AAAm by Standard and Poor's and is a stable Net Asset Value (NAV) intergovernmental investment pool created by an interlocal agreement authorized pursuant to the Florida Interlocal Cooperation Act of 1969 as provided in Chapter 163.01, Florida Statutes. FLCLASS is supervised by an appointed Board of Trustees comprised of professionals in the government sector responsible for the investment of public funds. Public Trust Advisors serves as the investment manager and administrator and provides marketing functions for FLCLASS. As of May 2016, Public Trust and our professionals currently manage more than \$10 billion in pooled assets and provide pooled program services for programs in nine states.

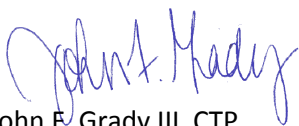
FLCLASS is a permitted investment for the City in accordance with Section 218.415(16)(a), Florida Statutes. The City's investment policy allows up to 15% in intergovernmental investment pools. FLCLASS may serve as a diversification tool for the City's overall investment program, providing a competitive yield for short term/overnight assets.

A few characteristics of FLCLASS include:

- Primary Investment objectives in order of priority: Safety, Liquidity, Transparency, Competitive Returns
- Governed by an appointed Board of Trustees that are participants in the FLCLASS program
- Secure online access for transactions
- Daily liquidity
- Daily income allocation
- Transfer options: Automated Clearing House (ACH) or Wire

I have attached additional information and encourage you to visit [www.FLCLASS.com](http://www.FLCLASS.com) for information regarding FLCLASS. We look forward to the City's participation in FLCLASS. Please let me know when you would like to discuss further.

Kind Regards,



John F. Grady III, CTP  
Managing Director

C: John R. Van Horn, CPA MSM, Financial Reporting Manager  
Jim Williams, Deputy Finance Director

Disclaimer:

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. The information contained herein has been obtained from sources that we believe to be reliable, but its accuracy and completeness are not guaranteed. There is no guarantee that investment strategies will achieve the desired results under all market conditions and each investor should evaluate its ability to invest for a long term especially during periods of a market downturn. This information may contain statements, estimates or projections that constitute “forward-looking statements” as defined under U.S. federal and other jurisdictions securities laws. Any such forward looking statements are inherently speculative and are based on currently available information, operating plans and projections about future events and trends. As such, they are subject to numerous risks and uncertainties. Actual results and performance may be significantly different from historical experience and our present expectations or projections. The materials in the attached are opinions of Public Trust Advisors, LLC and should not be construed as investment advice. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investing involves risk, including the possible loss of principal. Any financial and/or investment decision may incur losses. No assurance can be given that the performance objectives of a given strategy will be achieved. Past Performance is no guarantee of future results.

# RatingsDirect®

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## Florida Cooperative Liquid Assets Securities System Rated 'AAAm'

**Primary Credit Analyst:**

Joel C Friedman, New York (1) 212-438-5043; joel.friedman@standardandpoors.com

**Secondary Contact:**

Joseph Giarratano, New York (212) 438-8942; joseph.giarratano@standardandpoors.com

NEW YORK (Standard & Poor's) April 21, 2015--Standard & Poor's Ratings Services said today that it assigned its 'AAAm' principal stability fund rating to the Florida Cooperative Liquid Assets Securities System (FLCLASS).

The 'AAAm' rating, the highest assigned to principal stability funds, is based on our analysis of the fund's credit quality, market price exposure, and management.

FLCLASS is a local government investment pool created to meet the cash management and short-term investment needs of Florida governmental entities. The fund seeks to preserve capital, provide daily liquidity, and generate competitive returns for its participants. Fund management expects the fund to maintain a maximum dollar-weighted average maturity of 60 days or less, and all investments will have a maximum maturity of 397 days or less, except for those issued by sovereigns rated 'AA-' or higher, which carry a maximum maturity of 762 days. Eligible investments include securities issued or guaranteed by the U.S. government, its agencies, or instrumentalities; debt issued by corporates; commercial paper; certificates of deposits; asset-backed securities; time deposits; and repurchase agreements.

Public Trust Advisors LLC, the pool's investment adviser, is also the investment adviser for six other local government investment pools Standard & Poor's rates: Colorado Local Government Liquid Asset Trust (COLOTRUST PLUS+), Colorado Local Government Liquid Asset Trust (COLOTRUST PRIME), New York Cooperative Liquid Assets Securities System (NYCLASS), Texas Cooperative Liquid Assets Securities System (Texas CLASS), Michigan Cooperative Liquid



Assets Securities System (Michigan CLASS), and VACo/VML Virginia Investment Pool (VIP). Wells Fargo Bank N.A. is the custodian, and Public Trust Advisors LLC serves as the administrator for the fund. The fund plans to launch June 1, 2015.

The 'AAAm' rating reflects the fund's extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risks. This is achieved through conservative investment practices and strict internal controls. We review pertinent fund information and portfolio reports weekly as part of our ongoing rating process.

RELATED CRITERIA AND RESEARCH

- Methodology: Principal Stability Fund Ratings, June 8, 2011

Complete ratings information is available to subscribers of RatingsDirect at [www.globalcreditportal.com](http://www.globalcreditportal.com) and at [www.spcapitaliq.com](http://www.spcapitaliq.com). All ratings affected by this rating action can be found on Standard & Poor's public Web site at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.

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# Information Statement



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## FLCLASS SUMMARY

The Florida Cooperative Liquid Assets Securities System ("FLCLASS" or the "Trust") is an independent local government investment pool designed to meet the cash management and short-term investment needs of Florida governmental entities.

FLCLASS is open to all governmental entities within the State of Florida (the "State") which include, but are not limited to, the following and the officers thereof: any State agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi public authorities or any other political subdivision of the State. FLCLASS is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes and was created by an interlocal agreement by and among State public agencies (the "Interlocal") as described in Section 163.01, Florida Statutes, as amended. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Interlocal. The management of FLCLASS will be under the direction of an appointed Board of Trustees comprised of eligible Participants of the FLCLASS program.

The general objective of the Trust is to generate additional investment income for the Participants while maintaining safety and liquidity. FLCLASS is managed to comply with the specific requirements of Florida law, particularly the laws applicable to the investment of Participants' funds.

FLCLASS will seek to maintain an 'AAAm' rating from Standard & Poor's Ratings Services. Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the 'AAAm' rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is neither a "market" rating nor a recommendation to buy, hold or sell the securities.

## FLCLASS INVESTMENTS

### INVESTMENT OBJECTIVES

FLCLASS provides a professionally managed investment program for local governments. The general objective of FLCLASS is to generate additional investment income for

the Participants while maintaining safety and liquidity.

The purpose of FLCLASS is to offer a safe, convenient and liquid investment option to Florida governmental entities. By utilizing economies of scale and professional investment management, FLCLASS will seek to generate competitive market returns in a manner that will provide for the safety of principal while meeting the liquidity needs of the Participants.

The primary investment objectives of FLCLASS in order of priority are:

**SAFETY:** FLCLASS will minimize risks by managing the portfolio in a manner which emphasizes the preservation of principal while maintaining a stable net asset value.

**LIQUIDITY:** FLCLASS provides daily liquidity to Participants of the program. Portfolio maturity and duration parameters are established to provide for the liquidity needs of the Participants.

**TRANSPARENCY:** FLCLASS will ensure transparency by allowing Participants to efficiently obtain portfolio and account information and will offer dedicated client service support with an easy to use technology platform.

**COMPETITIVE RETURNS:** FLCLASS's goal is to provide competitive returns for its Participants while adhering to the primary objectives of Safety and Liquidity. The FLCLASS investment policy and guidelines establish the policies, procedures, and strategies to assure that these objectives are met.

## ELIGIBLE INVESTMENTS

FLCLASS may only be invested in a manner that is permitted pursuant to the laws of the State of Florida and Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218.415. Furthermore, investments will be made in accordance with the Trust's own investment policy which is structured to meet Standard & Poor's investment guidelines needed to maintain the highest attainable rating for a Local Government Investment Pool, 'AAAm', which include investments authorized under Section 218.415(16), Florida Statutes. Visit [www.flclass.com](http://www.flclass.com) for a copy of the complete FLCLASS Investment Policy.

## PROHIBITED INVESTMENTS

No funds of FLCLASS may be invested in the following or in any other type of investment prohibited by Section 218.415(16), Florida Statutes or other applicable law:

- (a) Asset backed commercial paper securities that are classified as structured investment vehicles (SIV), collateralized debt obligations (CDO), structured arbitrage vehicles (SAV) or extendible commercial paper.
- (b) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (c) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and
- (d) Collateralized mortgage obligations.
- (e) Derivatives

## INVESTMENT RESTRICTIONS

The Trust's investments are subject to the restrictions listed below:

May not make any investment other than investments authorized by the Interlocal and the Investment Policy, as the same may be amended from time to time.

May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law.

May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending).

May not hold or provide for the custody of any Investment Property in a manner not authorized by law or by any institution or Person not authorized by law; and

May not purchase securities or shares of investment

companies or any entities similar to FLCLASS.

## INVESTMENT RISKS

FLCLASS Participants should specifically consider, among other things, the following risks before making a decision to purchase shares of FLCLASS. The following summary does not purport to be comprehensive or definitive of all risk factors.

### INTEREST RATE RISKS:

The prices of the fixed income securities in which FLCLASS will invest rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The investment manager will seek to manage this risk by purchasing short-term securities.

### CREDIT RISKS:

Credit risk is the possibility that an issuer of a fixed income security held by FLCLASS will default on the security by failing to pay interest or principal when due. If an issuer defaults, FLCLASS will lose money. The investment manager of FLCLASS will seek to manage this risk by purchasing high quality securities.

### STABLE NET ASSET VALUE RISKS:

Although the investment manager attempts to manage the Trust such that it maintains a stable Net Asset Value (NAV) of \$1.00 per share, there is no guarantee that it will be able to do so. FLCLASS is not registered under the Investment Company Act of 1940 or regulated by the Securities and Exchange Commission.

## FLCLASS ORGANIZATIONAL STRUCTURE

### PARTICIPANTS

FLCLASS is open to all governmental entities within the State which include, but are not limited to, the following and the officers thereof: any State agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi public authorities or any

other political subdivision of the State. FLCLASS is an authorized investment as an intergovernmental investment pool under Florida Statutes Section 218.415 and was created by the Interlocal by and among Florida public agencies as described in Section 163.01, Florida Statutes, as amended.

Each Participant shall have the right to invest funds for credit to such Participant's account. There is no minimum amount that must be invested, nor is there any limitation on the aggregate amount of funds that any Participant may invest at one time. Similarly, each Participant has the right from time to time to request payment of an amount equal to or less than the amount of funds in the Participant's account. Subject to meeting the daily times for giving notice, which may be adjusted by the Administrator, there is no limitation on the period of time that funds may be invested through the Trust prior to such payment. Upon receipt of any payment request, the Administrator notifies the Custodian of the payment request from a Participant and the requested amount is paid by the Custodian to, or on behalf of, such Participant not later than the next business day, subject only to certain calamities or crises that may affect the financial markets of the United States, as specified in the Interlocal.

Any Participant may withdraw from the Interlocal at any time without penalty upon written notice to the Administrator, who will notify the Custodian and the Board of Trustees upon receipt of such notice. The withdrawal becomes effective when the Participant's account is equal to zero. If any Participant breaches any material covenants contained in the Interlocal or if any of its representations cease to be true, it shall be deemed to have given notice of withdrawal.

Each Participant must designate a representative to act for the Participant under the Interlocal for all purposes, including the giving of consent on behalf of the Participant and receiving notice on behalf of the Participant.

## BOARD OF TRUSTEES

Pursuant to the Interlocal, FLCLASS is governed by a Board of Trustees (the "Board"). The Board supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian the Administrator and all service providers. The Board administers the affairs of the Trust

and enters into contracts and agreements on behalf of the Trust in order to effectuate the terms of the Interlocal.

Investments made on behalf of the Participants are subject to the overall direction of the program's Board. Initially, the number of Trustees shall be three (3) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall always be an odd number, and shall not be less than three (3) at any given time. The Board approves the Trust's investment parameters, which must also fall within the investment stipulations mandated under Florida statutes for the investment of surplus funds of the Participants.

The Board shall appoint qualified Trustee representatives of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments: Counties, Cities and Towns, School Districts, Special Districts and Other Public Entities.

## INVESTMENT ADVISOR AND ADMINISTRATOR

Pursuant to an agreement with the Board, Public Trust Advisors, LLC ("Public Trust") serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Orlando, Florida.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the NAV of the Trust on a daily basis, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon a number of factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards, such as the performance of comparable money market mutual funds

and various indices of money market securities.

## **CUSTODIAN**

Wells Fargo Bank, N.A. serves as Custodian for FLCLASS pursuant to a Custodian Agreement with the Board. Wells Fargo Bank, N.A. acts as safekeeping agent for FLCLASS's investment Portfolio(s) and serves, in accordance with the statutes of the State, as the depository in connection with the direct investment and withdrawal mechanisms of FLCLASS. Wells Fargo does not participate in the Trust's investment decision-making process.

The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an individual beneficial interest in the Investment Property to the extent of such Participant's balance.

The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property.

## **LEGAL COUNSEL**

Greenberg Traurig, P.A. serves as legal counsel to FLCLASS.

Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, FL 32801

## **INDEPENDENT AUDITORS**

An independent certified public accounting firm has been engaged to audit the annual Financial Statements of FLCLASS. The audit contains statements of assets and liabilities, of operations and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of FLCLASS made in accordance with generally accepted accounting principles (GAAP).

## **ACCOUNT ACTIVITY**

### **HOW TO OPEN AN ACCOUNT**

Any eligible Florida unit of local government may join

FLCLASS as a Participant to utilize the investment program.

After reviewing the Interlocal and Information Statement, simply complete the FLCLASS Registration Packet which can be located in the document center at [www.flclass.com](http://www.flclass.com).

Please email all completed forms, along with a copy of the entity's investment policy, to [info@flclass.com](mailto:info@flclass.com) or send them via mail to the following address:

FLCLASS Client Services  
c/o Public Trust Advisors, LLC  
201 E. Pine Street, Suite 450  
Orlando, FL 32801

## **PARTICIPANT TRANSACTIONS**

In order to become and remain a Participant, an entity must maintain a minimum account balance of \$1.00. Participants may have more than one account.

## **CONTRIBUTIONS**

Investments may be made by Automated Clearing House (ACH) transfer or wire transfer. Investments (contributions) received by the Trust by 3:00 p.m. EST will be invested along with the other funds in the portfolio. Funds received after 3:00 p.m. will be invested overnight by the Trust's Administrator in the Trust's interest bearing bank account at Wells Fargo.

## **REDEMPTIONS**

Withdrawals from FLCLASS may be made via ACH or wire transfer. Requests for withdrawal from accounts with pre-established wire instructions will be honored on a same-day basis if received prior to 3:00 p.m. Special wire transfer requests are available only with written documentation.

There is no maximum or minimum amount that must be invested in FLCLASS pursuant to the Interlocal nor is there any maximum or minimum limitations on the aggregate amount of the Investment Funds that any Participant may have invested at any one time with FLCLASS.

The Administrator shall determine, with the consent of the Board, when an event occurs which entitles



the Custodian to temporarily suspend or postpone a Participant's right to withdrawals which may be for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by Federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures.

## PORTFOLIO TRANSACTIONS

Subject to the general supervision of the Board, the Investment Advisor is responsible for placing the orders for portfolio transactions. The Trust's portfolio transactions occur only with broker dealers acting as principals, except for commercial paper transactions which may be placed directly.

Although the Trust does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the Trust, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The Trust's policy of investing in instruments with maturities of less than two years will result in high portfolio turnover. However, since brokerage commissions are not paid on the types of investments, which the Trust may invest, any turnover resulting from such investments does not adversely affect the net asset value or net income of the Trust.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of orders for the purchase and sale of portfolio securities. Portfolio investments will not be purchased from or sold to the Investment Advisor and Administrator, the Custodian or any Trustee, or any affiliate, officer, director, employee or agent of any of them.

## DETERMINATION OF NET ASSET VALUE

The Administrator determines the net asset value of the

shares of the portfolio as of the close of business of each day. The net asset value per share of the portfolio is computed by dividing the total value of the securities and other assets of the portfolios, less any liabilities, by the total outstanding shares of the portfolios. Liabilities, which include all expenses and fees of the Trust, are accrued daily.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value, which is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than \$.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed \$.005 per share, a portfolio's net asset value per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses, or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of the Trust to maintain a net asset value of \$1.00 per share, but for the reasons herein stated there can be no assurance that the net asset value will not vary from \$1.00 per share. The net asset value per share of the Trust may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

## COMPUTATION OF YIELDS

The Trust quotes a daily and seven-day average yield

for the portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. The Trust may also quote its yield from time to time on other bases for the information of its Participants.

The yields quoted from time to time should not be considered a representation of the yield of the Trust in the future since the yield is not fixed. Actual yields will depend not only on the type, quality and maturities of the investments held by the Trust and changes in interest rates on such investments, but also on changes in the Trust's expenses during the period.

Yield information may be useful in reviewing the performance of the Trust's portfolios and for providing a basis for comparison with other investment alternatives.

## DAILY INCOME ALLOCATIONS

All net income of the portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited immediately thereafter pro rata to each Participant's account. Net income which has thus accrued to the Participants is converted as of the close of business of each day into additional shares which are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one-dollar credited.

Net income for the portfolio each day consists of: (1) all accrued interest income on assets of the portfolio; plus or minus (2) any amortized purchase discount or premium; less (3) accrued expenses.

## REPORTS TO PARTICIPANTS

**ANNUALLY:** The Administrator shall prepare or cause to be prepared at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities, statements of operations, and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied. Additionally, an opinion of an

independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property.

**MONTHLY:** Subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant, a statement disclosing any activity and a closing balance in each of its accounts for such month. Additionally, the Administrator, upon the request of a Participant shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

## ADDITIONAL FLCLASS INFORMATION

### INTERNAL CONTROLS

Per Section 218.409(2), Florida Statutes, the Administrator is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of FLCLASS are protected from loss, theft or misuse. The Administrator shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Board of Trustees, where applicable, and with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, or negligent actions by employees and officers of the Administrator.

### NAV DEVIATION POLICY

FLCLASS is a local government investment pool with a portfolio that operates similar to a registered money market fund with the objective of maintaining a net asset value (NAV) of \$1.00 per share. NAV deviations can occur due to changes in market interest rates, funds flowing into or out of the portfolio, gains or losses on the investments held in the portfolio, or unforeseen credit events for a security held in the portfolio. The NAV is calculated on a daily basis by dividing the net assets of the portfolio by the number of outstanding shares of the portfolio.

The Administrator will obtain independent prices for each security in the portfolio on a daily basis to prepare a mark-to-market assessment of the difference between the amortized cost and market value of each holding. In cases where the price of a security is difficult to obtain,

the Administrator must solicit a minimum of two dealer bids for that security. If the NAV calculation results in a deviation of 0.15 percent, or 15 basis points, the Administrator will promptly notify the Chairman of the Board to recommend what action, if any, is being taken to stabilize the NAV, and maintain the fund objectives of capital preservation and liquidity. The agreed upon plan will be documented in writing.

If the NAV calculation results in a deviation of 0.25 percent, or 25 basis points, the Administrator will consult with the Chairman of the Board on a daily basis to determine what action, if any, should be initiated to remedy the NAV deviation within 5 business days of such occurrence. If the NAV deviation cannot be remedied within one week, the Administrator will inform Standard & Poor's of the NAV deviation. The agreed-upon plan of action will be documented in writing.

If the NAV calculation results in an actual deviation of 0.50 percent, or 50 basis points, the Board and the Administrator will determine the appropriate course of action including but not limited to (a) notification to Participants, (b) temporarily halting redemptions and subscriptions and (C) determining fund liquidation procedures, if deemed appropriate. If at any time the Administrator believes the extent of the NAV deviation from the portfolio's amortized cost value may result in a material dilution or other unfair results to the existing Participants' beneficial interests, the Administrator shall take such action as deemed appropriate to eliminate or reduce to the extent reasonably practicable such dilution or unfair results.

## FLCLASS EXPENSES

Public Trust, the Administrator and Investment Advisor, is responsible for payment of the costs of operation of the Trust, including, but not limited to, Administrator and Investment Advisor fees, Custodian fees, operations and marketing expenses. Included in the costs paid by Public Trust are certain amounts, which are agreed to each year for the payment of Trustee expenses, legal expenses and audit expenses. If the actual cost for the total of those items exceeds the amount agreed to annually, Public Trust and the Board will negotiate a fair and equitable allocation of the excess cost. Any expenses incurred by the Trust in excess of the fee paid to Public Trust are apportioned on a pro rata basis to the portfolio.

## FLCLASS FEES

For the performance of its obligations set forth in the Program Administrative and Investment Advisor Services Agreement (the "Administrator Agreement"), the Administrator will charge a fee from the Investment Property Value (the "Daily Fee"). This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees. The Applicable Fee Rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time to time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the Board.

## DISCLAIMER

Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. Past Performance is no guarantee of future results. Any financial and / or investment decision may incur losses.

For fully detailed FLCLASS operating rights and responsibilities refer to the FLCLASS Interlocal Agreement.

## FLORIDA OFFICE

### **Public Trust Advisors, LLC**

201 E. Pine Street, Suite 450  
Orlando, Florida 32801  
Phone (407) 588-9667

## ONLINE

[www.flclass.com](http://www.flclass.com)  
[info@flclass.com](mailto:info@flclass.com)



An Investment Solution for Public Funds



Interlocal Agreement



This instrument was prepared by or under the supervision of (and after recording should be returned to):

Michael L. Watkins, Esq.  
Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, Florida 32801

## INTERLOCAL AGREEMENT

of the Intergovernmental Investment Pool known as  
Florida Cooperative Liquid Assets Securities System ("FLCLASS")

Dated as of April 1, 2015

by and among

the parties that have  
entered into this Interlocal Agreement

THE INTERGOVERNMENTAL INVESTMENT POOL ESTABLISHED, CREATED AND AUTHORIZED BY THIS INTERLOCAL AGREEMENT IS AN AUTHORIZED INVESTMENT UNDER SECTION 218.415, FLORIDA STATUTES, AS AN INTERGOVERNMENTAL INVESTMENT POOL AUTHORIZED PURSUANT TO THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969.

THIS INTERLOCAL AGREEMENT DOES NOT MEET THE DEFINITION OF A QUALIFIED PUBLIC DEPOSITORY AS DESCRIBED IN CHAPTER 280, FLORIDA STATUTES.



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This **INTERLOCAL AGREEMENT** dated as of April 1, 2015 (this "**Interlocal Agreement**") constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the "**Participants**").

**RECITALS:**

**WHEREAS**, each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS**, the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege or authority which the Participants share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS**, the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the Intergovernmental Investment Pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), which will hold such investments for the benefit of the Participants; and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

**WHEREAS**, the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**WHEREAS**, it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and

**WHEREAS**, a Board shall be created by this Interlocal Agreement in accordance with the laws of the State of Florida as a separate interlocal governmental entity, and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

**WHEREAS**, the Board created hereunder shall be self-perpetuating;

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees as follows:

## **ARTICLE I DEFINITIONS**

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

**"Account"** or **"Accounts"** shall have the meaning set forth in Section 6.5(a) hereof.

**"Administrator"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed or contracted with by the Board pursuant to Article V hereof.

**"Administrator Agreement"** means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

**"Applicable Law"** means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627 and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

**"Authorized Representative"** means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

**"Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results and expenses and fees incurred pursuant to this Interlocal Agreement.

**"Board"** means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

**"Business Day"** means a day on which banks are not required or authorized by law to close in Florida.

**"Bylaws"** means those bylaws as described in Section 4.7 hereof.

**"Conflicting Provisions"** shall have the meaning set forth in Section 11.2 hereof.

**"Custodian"** means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

**"Custodian Subaccount"** shall mean a sub-account created by a Participant pursuant to Section 5.9 hereof.

**"Custody Agreement"** means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

**"Effective Date"** means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

**"FLCLASS"** or the **"Trust"** means the Florida Cooperative Liquid Assets Securities System, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, and which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

**"Initial Trustees"** shall have the meaning set forth in Section 3.1(a) hereof.

**"Interlocal Agreement"** means this Interlocal Agreement dated as of April 1, 2015 constituting an interlocal agreement by and among the initial Participants.

**"Investment Advisor"** means the entity serving as investment advisor to FLCLASS, which may be the Administrator or an affiliate thereof.

**"Investment Funds"** means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Florida or other applicable local law to authorize the delivery and investment of such funds.

**"Investment Policy"** means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

**"Investment Procedures"** means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

**"Investment Property"** means any and all securities and cash which is held in one of the Accounts and all proceeds, income, profits and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or

offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

**"Investment Property Liability"** means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

**"Investment Property Value"** means the value of the Investment Property as determined pursuant to the Valuation Procedures net of the amount of the Investment Property Liabilities.

**"Meeting of the Board"** means a duly called meeting of the Board.

**"Participants"** means a Unit of Local Government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

**"Participation Certificate"** means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D, or any similar certification regarding authorization to join this Interlocal Agreement, with such modifications as may be applicable to the particular Unit of Local Government.

**"Payment Procedures"** means the procedures for participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

**"Permitted Investments"** means those investments defined as such in the Investment Policy established by the Board.

**"Person"** means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality or agency of any governmental entity.

**"PRIME Fund"** means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

**"Trust Counsel"** shall mean the attorney or firm of attorneys, experienced in matter of local government law and duly admitted to practice law in the State of Florida, as may be engaged or employed by the Board.

**"Trustee"** means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

**"Unit of Local Government"** means any governmental entity within the State of Florida and shall include, but not be limited to, the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities or any other political subdivision of the state.

**"Valuation Procedures"** means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

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## ARTICLE II PARTICIPANTS

### 2.1 Authorized Representatives.

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

### 2.2 Investments.

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be deemed to be designated PRIME Fund. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

### 2.3 Payments.

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request

from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant, as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's Balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs which, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

#### **2.4 Additional Participants After Initial Execution.**

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator, and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

#### **2.5 Participant Right to Initiate a Vote to Require Board Action.**

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as

determined by such Participants. Within 90 days of receipt of such instrument or instruments, or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments, and be required to take action on the matter.

## **2.6 Termination of Participation.**

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's Balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a Unit of Local Government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach or cessation has occurred.

## **2.7 Receipt of Statements and Reports; Requests.**

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated as PRIME Fund and (ii) the Participant's Balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

## **2.8 Responsibility for Authorized Representatives.**

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

### **ARTICLE III BOARD**

#### **3.1 Establishment of Board; Initial Board.**

(a) The management of FLCLASS shall be under the direction of the Board, which is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the "**Initial Trustees**") having terms ending the following date:

Cindy Valentine	December 31, 2015
Sharon R. Bock	December 31, 2016
Ken Burke	December 31, 2017

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall always be an odd number, and shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

#### **3.2 General Powers.**

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Board may from time to time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian, which are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

#### **3.3 Investment and Management; The Investment Program.**

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Administrator and the Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

### **3.4 Title to Investments; Rights as Holders of Investment Property.**

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

### **3.5 Payment of Expenses.**

The Board shall have full and complete power:

- (a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;
- (b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;
- (c) to reimburse others for payment of such expenses and taxes; and
- (d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

### **3.6 Power to Contract, Appoint, Retain and Employ.**

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

### **3.7 Insurance.**

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

### **3.8 Borrowing and Indebtedness.**

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant which might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

### **3.9 Remedies.**

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

### **3.10 Information Statement.**

The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

### **3.11 Contracting with Affiliates.**

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

### **3.12 Further Powers.**

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of FLCLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

### **3.13 Intellectual Property.**

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the "Intellectual Property") may be created, including but not limited to trademarks such as "FLCLASS" and "Florida Cooperative Liquid Assets Securities Systems," among others. With regard to any and all Intellectual Property created by or for the Board, or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the Intellectual Property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license or assignment of any item of Intellectual Property.

### **3.14 No Liability.**

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.



## **ARTICLE IV TRUSTEES**

### **4.1     Number and Qualification.**

(a)     Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.

(b)     The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments:

- (i)     Counties;
- (ii)    Cities and Towns;
- (iii)   School Districts;
- (iv)    Special Districts;
- (v)     Other public entities.

(c)     The Board shall be the sole judge of the appointment and qualification of its members.

### **4.2     Term of Office.**

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the Meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

### **4.3     Appointment of Trustees.**

(a)     The Board shall appoint Trustees at its annual meeting by a majority vote of the Trustees present at such annual meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b)     After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 4.4 or Removal according to Section 4.5.

### **4.4     Resignation of Trustees.**



Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice. Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

#### **4.5 Removal and Vacancies.**

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties of the office. In the case of a vacancy, the Trustees remaining in office shall, appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony, or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies, provided however, the number of memberships shall not be less than three (3) nor more than thirteen (13) and the number of memberships shall always be an odd number.

#### **4.6 Meetings.**

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Interlocal Agreement or by law of the State.

#### **4.7 Bylaws.**

The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

#### **4.8 Officers.**

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

#### **4.9 Conflicts of Interest.**

No Trustee shall vote on any matter which inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

#### **4.10 Standard of Care.**

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

#### **4.11 Liability.**

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

- (a) The Trustee breached or failed to perform his or her duties as a Trustee; and
- (b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

#### **4.12 Indemnification.**

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

#### **4.13 Legal Title to Investment Property.**

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

#### **4.14 Reliance on Experts.**

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

**ARTICLE V  
ADMINISTRATOR AND TRUST COUNSEL**

**5.1 Appointment; General Provisions.**

(a) The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b) The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the "**Administrator Agreement**") and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the Administrator Agreement, this Interlocal Agreement shall control.

(c) In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ or contract with a successor.

(d) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property.

(e) The Administrator may also serve as investment advisor to FLCLASS.

**5.2 Duties of the Administrator.**

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some, but not all of such duties. Such duties may be modified by the Board from time to time. The role of the Administrator is intended to effect purchases, sales or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

### **5.3 Duties of the Trust Counsel.**

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

### **5.4 Investment Activities and Powers.**

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request, including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents, including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

#### **5.5 Monthly Statements.**

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant which was a Participant during such month, a statement disclosing any activity and a closing Balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

#### **5.6 Reports.**

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

#### **5.7 Daily Calculation of Program Value and Rate of Return.**

(a) The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time to time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment

Property shall be deemed to be equal to the amount determined from time to time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

**5.8 Administration of FLCLASS.**

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable federal or Florida law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's Balance into sub-accounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board, including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.



### **5.9 Special Sub-Accounts.**

Notwithstanding anything in this Interlocal Agreement to the contrary, the Administrator from time to time may propose to the Board that the Participants establish specially designated sub-accounts with investment criteria, investment and payment procedures, fees or other characteristics different from those set forth in this Interlocal Agreement, but all in compliance with all applicable law. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant or additional fees for administering such specially designated sub-accounts. A Participant in its sole discretion may create such a special sub-account using the same procedures for establishing other sub-accounts set forth in this Interlocal Agreement. The establishment of such special sub-accounts and the terms governing the same shall not be deemed an amendment of this Interlocal Agreement. The terms governing each such sub-account shall be worked out between the Administrator and the impacted Participants, and attached hereto as Schedule 5.9 (a), (b) and so on as necessary. The Administrator may calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for each Participant.

## **ARTICLE VI THE CUSTODIAN**

### **6.1 Qualifications.**

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the "**Custody Agreement**") and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

### **6.2 Successors.**

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

**6.3. Prohibited Transactions.**

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

**6.4. Appointment; Sub-Custodians.**

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

**6.5 Powers.**

The Custodian shall perform the following services:

(a) Open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) Hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house or Federal Reserve Bank.

(c) Notify the Administrator, in writing or verbally with written, email or facsimile confirmation, of any elective action involving the Investment Property.

(d) Upon instruction of the Administrator, the Custodian shall

(i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 6.5;

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (g) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

## **6.6 Custodial Relationship; Custodian Records.**

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

## **ARTICLE VII FLCLASS COSTS AND EXPENSES**

### **7.1 Expenses.**

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of Meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

### **7.2 Payment of Expenses.**

The Board shall have full and complete power:

(a) To incur and pay any charges or expenses which, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefore, including, but not limited to, the Administrator; and

(c) To pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

**ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES**

**8.1    Representations and Warranties of Each Participant.**

Each Participant hereby represents and warrants that:

(a)    the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder, including, without limitation, the appointment of its Authorized Representative; and

(b)    the execution, delivery and performance of this Interlocal Agreement by the Participant are within the power and authority of the Participant and do not violate the laws, rules or regulations of the State of Florida applicable to the Participant or the Participant's charter or its organizational statute, instrument or documents or any other applicable federal, state or local law; and

(c)    the certificates delivered heretofore or hereafter by the Participant pursuant to this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading.

**ARTICLE IX  
COVENANTS**

**9.1    Source of Investments.**

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Florida and any charter, instrument, organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Florida and any charter, instrument, or organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant to be done prior to such investment.

**9.2 Truth of Representations and Warranties.**

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

**ARTICLE X  
AMENDMENT AND TERMINATION**

**10.1 Amendment.**

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator and Custodian setting forth such amendment.

**10.2 Termination.**

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) The Custodian, the Board and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator and Custodian under this Interlocal Agreement, the Program Administration Agreement and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator and Custodian in connection with FLCLASS shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Board, Administrator and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be cancelled and discharged.

## ARTICLE XI MISCELLANEOUS

### 11.1 Governing Law.

This Interlocal Agreement is executed by the initial Participants and delivered in the State of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Florida.

### 11.2 Severability.

The provisions of this Interlocal Agreement are severable, and if any one or more of such provisions (the "**Conflicting Provisions**") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement and this Interlocal Agreement may be amended pursuant to Section 10.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

### 11.3 Counterparts.

This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

**11.4 No Assignment.**

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

**11.5 Gender; Section Headings and Table of Contents.**

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

**11.6 No Partnership.**

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Fla. Stat. §163.01, this Interlocal Agreement does not create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

**11.7 Notice.**

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format which may be stored by the receiving party or parties, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii), or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and



(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

#### **11.8 Confidentiality.**

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

#### **11.9 Entire Agreement.**

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

#### **11.10 Disputes.**

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

#### **11.11 Writings.**

Whenever this Interlocal Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

**11.12 Effective Date.**

This Interlocal Agreement shall become effective on the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3/30/15, as Participant

By: [Signature]  
Name: Ken Burke  
Title Pinellas County Clerk of the Circuit Court  
and Comptroller

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of March, 2015 by Ken Burke, [Participant], who is personally known to me/has produced \_\_\_\_\_ as identification.

[Signature]  
Printed/Typed Name: Karen E. Lamb  
Notary Public-State of: Florida  
Commission Number: FF 083808



**KAREN E. LAMB**  
MY COMMISSION # FF 083808  
EXPIRES: March 19, 2018  
Bonded Thru Budget Notary Services

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3 - 31 - 15, as Participant

By: Sharon R. Boek  
Name: Sharon R. Boek  
Title Clerk & Comptroller Palm Beach Co.

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by Sharon R. Boek, Clerk & Comptroller, Palm Beach County [Participant], who is personally known to me/has produced \_\_\_\_\_ as identification.



TARA K. RAMOS  
MY COMMISSION # FF 014906  
EXPIRES: May 6, 2017  
Bonded Thru Budget Notary Services

Tara Ramos  
Printed/Typed Name: TARA RAMOS  
Notary Public-State of: Florida  
Commission Number: \_\_\_\_\_

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: April 6, 2015, as Participant

By: [Signature]  
Name: Scott Randolph  
Title: Tax Collector

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2015 by Scott Randolph, Tax Collector of Orange County [Participant], who is personally known to me/has produced \_\_\_\_\_ as identification.



KELLY J. QUINTERO  
MY COMMISSION # FF 025172  
EXPIRES: June 6, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Printed/Typed Name: Kelly Quintero  
Notary Public-State of: Florida  
Commission Number: FF 025172

**EXHIBIT A**

**INVESTMENT PROCEDURES**

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.
3. If Investment Funds for which notification of investment has been given, are not received by the end of the Business Day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.
4. The Participant is prohibited from requesting payments from amounts credited to its Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.
5. These Investment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

**EXHIBIT B**

**PAYMENT PROCEDURES**

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.
2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. Requests for payments must be received by the Administrator as set forth in the Information Statement.
4. The Participant may only request payments of that portion of its Balance that represents Investment Funds and its proportional share of the income from the Investment Property which in all cases have actually been received by the Custodian.
5. These Payment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

## EXHIBIT C

### VALUATION PROCEDURES

#### 1. Portfolio Valuation.

##### A. Amortized Cost Valuation

On a daily basis, normally at 3:00 p.m. Eastern time, the Investment Property Value of each Account shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

##### B. Mark to Market

At least monthly or more frequently if requested by a majority of the Board, the Investment Property Value of each Account shall be determined on a mark to market basis, provided, however, the value of any collateral that is collateralizing any repurchase agreement shall be marked to market on a daily basis.

The market value of all or a part of the securities in the Accounts will be determined from the bid and ask prices for such securities as quoted by an independent nationally recognized pricing service for the Business Day preceding the Business Day on which the determination of such market value is made (plus accrued interest to such preceding Business Day); if the securities are not so quoted on such preceding Business Day, their market value will be determined as of the next preceding Business Day on which they were so quoted. Securities not quoted by an independent nationally recognized pricing service will be valued by taking a bid quote from one primary dealer making a market in such securities or if there is no primary dealer in such securities by such other reasonable method as the Administrator shall determine.

As an alternative to determining the market value pursuant to the foregoing paragraph, the market value of all or a portion of the securities in the Accounts may be determined using the matrix method. Matrix pricing involves grouping securities into a matrix by type, maturity and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

#### 2. Amendment.

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.



EXHIBIT D

MODEL RESOLUTION

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the [Unit of Local Government] is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "Florida Interlocal Cooperation Act"); and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the [Unit of Local Government], together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the "Interlocal Agreement"), the purpose of which is to provide the [Unit of Local Government] and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System ("FLCLASS"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the [Unit of Local Government] desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**NOW, THEREFORE, BE IT RESOLVED** by the [Governing Body] of the [Unit of Local Government] as follows:

**SECTION 1.** The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

**SECTION 2.** Pursuant to Section 2.4 of the Interlocal Agreement, the [Unit of Local Government] hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The [Unit of Local Government] further agrees to file an executed copy of this Resolution with the Clerk of Court of \_\_\_\_\_ County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon its filing with the Clerk of Court of \_\_\_\_\_ County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED IN PUBLIC SESSION** of the \_\_\_\_\_ of the  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_, [Assistant] Secretary

**EXHIBIT A TO RESOLUTION**

**COPY OF INTERLOCAL AGREEMENT**

[Attached]

**INSTRUMENT OF ADOPTION**  
of that certain  
Interlocal Agreement for the  
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and on behalf of \_\_\_\_\_.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of \_\_\_\_\_, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

[signature page to follow]

**INSTRUMENT OF ADOPTION**  
of that certain  
Interlocal Agreement for the  
Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

[NAME OF ENTITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



# AGENDA MEMORANDUM

**Item No:** 5.C.6.

**Meeting Date:** May 23, 2016

**From:** Michael Rankin, Deputy City Manager Economic/Community Services

**Subject:** Resolution approving an Interlocal Agreement between the City of Leesburg and Lake County, Florida regarding hosting professional fishing tournaments at Venetian Gardens

---

## Staff Recommendation:

Approve the Interlocal Agreement between the City of Leesburg and Lake County, Florida, regarding hosting professional fishing tournaments at Venetian Gardens.

## Analysis:

The City has been focusing on improving and showcasing the Venetian Gardens area of Leesburg. This agreement allows the City to cooperate with Lake County, Florida to provide services in the most efficient manner possible to host professional fishing tournaments at Venetian Gardens. The Interlocal agreement specifically designates the County and City obligations.

## Options:

1. Approve the resolution to approve the Interlocal agreement with Lake County, Florida regarding hosting professional fishing tournaments at Venetian Gardens; or
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

The City shall provide support in the form of "in kind" services for event operations at Venetian Gardens as follows:

- 1) Complementary use of Venetian Gardens as the host boat launch facility, weigh-in and exhibitor area for the event
- 2) Additional portable restroom facilities by the boat ramps and on Ski Beach side of the park for the weigh-in, spectators, staff and exhibitors
- 3) Ice as needed at the weigh-in area
- 4) Up to three (3) sets of bleachers for spectator seating
- 5) Complementary water and electrical hook ups in the park
- 6) Emergency personal as needed on site or on call during the Event
- 7) Complementary overnight security at the weigh-in area
- 8) Complementary installation of one (1) high speed internet line at the Event weigh-in venue

- 9) Complementary waste management services, including a large dumpster and assistance with daily clean up
- 10) Waiver of any City permit fees for the events
- 11) Refrain from announcing details about the Events, or any future event, until the Event organization has announced their schedule of events for 2017

**Submission Date and Time:** 5/18/2016 3:12 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. mwr _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, APPROVING AN INTERLOCAL  
AGREEMENT WITH LAKE COUNTY, FLORIDA REGARDING  
HOSTING PROFESSIONAL FISHING TOURNAMENTS AT  
VENETIAN GARDENS; AND PROVIDING AN EFFECTIVE  
DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an interlocal  
agreement with Lake County, Florida regarding hosting professional fishing tournaments at  
Venetian Gardens.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 23rd day of May 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**CITY OF LEESBURG**  
**AND**  
**LAKE COUNTY, FLORIDA**  
**REGARDING HOSTING PROFESSIONAL FISHING TOURNAMENTS**  
**AT VENETIAN GARDENS**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into between the City of Leesburg, a municipal corporation organized under the Laws of the State of Florida (hereinafter referred to as the “City”) and Lake County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), through the undersigned authorities.

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in the most efficient manner possible; and

**WHEREAS**, Section 125.01(p), Florida Statutes, authorizes the County to enter into agreements with other governmental agencies for performance of one unit on behalf of the other any of either agency’s functions; and

**WHEREAS**, the City and County wish to attract professional fishing tournaments to Venetian Gardens; and

**WHEREAS**, in furtherance of this cooperation, the parties to this Agreement share in the provision of resources to host these events; and

**WHEREAS**, the City owns the Venetian Gardens facility located at 109 E Dixie Ave, Leesburg, FL 34748, which has boat ramps and parking for fishing tournaments; and

**WHEREAS**, the County has responded to proposals to host two professional bass fishing events in February and March of 2017 (hereinafter the “Events”) that would be held at Venetian Gardens; and

**WHEREAS**, City staff has collaborated with County staff to host multiple such Events recruited by the County; and

**WHEREAS**, the City and County endeavor to capitalize on and continue to expand the success of the LAKEBIGBASS.com branding and advertising the County has launched.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**2. County Obligations.** The County will provide the following in support of Event operations at Venetian Gardens:

1. Recruitment of Events to be held at Venetian Gardens.
2. Pay the host fee for the Events.
3. Designate registration location(s) for people competing or participating in the Events.
4. When required by the Event operator(s), provide food for the Event competitors at the registration meeting.
5. Golf carts to transport and expedite loading and unloading of the boats.
6. Coordinate volunteers to assist with parking for Event competitors, participants and/or spectators.
7. Host hotel rooms as outlined in the host community agreement with Event organization(s).
8. At its sole expense, maintain \$1,000,000 in commercial general liability insurance, auto liability coverage and worker's compensation insurance, and provide certificates of insurance or copies of policies to the Event directors.
9. Staff and volunteers to assist with daily cleanup of the park.
10. At the Event director's request, provide bleacher seating in addition to seating that is to be provided by the City.

**3. City Obligations.** The City shall provide the following in support of Event operations at Venetian Gardens:

1. Complimentary use of Venetian Gardens as the host boat launch facility, weigh-in and exhibitor area for the Event.
2. Additional portable restroom facilities by the boat ramps and on Ski Beach side of the park for the weigh-in, spectators, staff and exhibitors.
3. Ice as needed at the weigh-in area.
4. Up to three (3) sets of bleachers for spectator seating.
5. Complimentary water and electrical hook ups in the park.
6. Emergency personal as needed on site or on call during the Event.
7. Complimentary overnight security at the weigh-in area.
8. Complimentary installation of one (1) high speed internet line at the Event weigh-in venue.
9. Complimentary waste management services, including a large dumpster and assistance with daily clean up.
10. Waiver of any City permit fees for the Events.
11. Refrain from announcing details about the Events, or any future event, until the Event organization has announced their schedule of events for 2017.

**4. Duration of Agreement.** This Agreement shall become effective upon both parties executing the agreement and it shall remain in force until September 1, 2017 unless terminated as provided below and payment of all sums due hereunder.

**5. Termination.** This Agreement may be terminated by either party without cause with sixty (60) days notice to the non-terminating party except that if County has commenced work, such termination shall not affect the completion of that phase of the work nor the payments due for such work.

**6. Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

**COUNTY**

County Manager  
Lake County Administration Building  
315 West Main Street  
Post Office Box 7800  
Tavares, FL 32778-7800

**CITY**

City of Leesburg  
Attn: Michael Rankin  
Assistant City Manager  
501 W. Meadow St.  
Leesburg, FL 34748

With a Copy to:  
Lake County Tourism Division  
Lake County Administration Building  
315 West Main Street, Ste. 520  
Post Office Box 7800  
Tavares, FL 32778

Notice sent by facsimile transmission shall not be accepted.

**7. Modification.** It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**8. Entire Agreement.** It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

*{The remainder of this page intentionally left blank}*

**Interlocal Agreement between City of Leesburg and Lake County Regarding Hosting Professional Fishing Tournaments at Venetian Gardens**

**IN WITNESS THEREOF**, the parties hereto have made and executed this agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by Florida City of Leesburg signing by its duly authorized representative.

**COUNTY**

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

---

Neil Kelly, Clerk of the Board  
of County Commissioners of  
Lake County, Florida

---

Sean M. Parks, Chairman  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Approved as to form and legality:

---

Melanie Marsh  
County Attorney

**Interlocal Agreement between City of Leesburg and Lake County Regarding Hosting Professional Fishing Tournaments at Venetian Gardens**

**CITY OF LEESBURG**

\_\_\_\_\_  
Jay Hurley, Mayor  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Fred Morrison, City Attorney



# AGENDA MEMORANDUM

**Item No:** 6A

**Meeting Date:** May 23, 2016

**From:** Dan Miller, Planning and Zoning Manager

**Subject:** Land Development Code Amendment, adding Section 25-383 Sidewalk Café Development, to establish standards for sidewalk café development and seating in downtown Leesburg.

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## Staff Recommendation

The Planning Commission recommends approval of the request to add Section 25-383 Sidewalk Café Development for the purpose of establishing standards for sidewalk café development and seating within the Central Business District in downtown Leesburg.

## Analysis

Community Development staff have met with several downtown businesses to discuss establishing standards and requirements for extending seating areas for outdoor cafes in the Central Business District, primarily along Main Street. These meetings have been met with very positive response and as a result, staff is presenting the attached ordinance for City Commission consideration.

The amendment provides for an application and permit process for a sidewalk café seating extension, which as defined in the ordinance is “the extension of the sidewalk area to replace an existing parallel parking space for the purpose of placing, locating or permitting of the placing or locating of chairs, benches and/or tables within the public property adjacent to a business licensed to operate as a restaurant, entertainment or eating establishment in the Central Business District.”

Execution of the terms of this ordinance will require the appropriate application, review and permitting, to include responsibility for maintenance, repair, removal plus insurance and indemnification for each café. It includes standards for construction of sidewalk café extensions only after successful application for a Limited Use Permit and a Revocable License Agreement through the City of Leesburg Community Development Department. The license is reviewed by City Commission is non-transferable, so should a business be transferred to a new owner, a new Limited Use Permit and Revocable License Agreement would be required. The ordinance requires compliance the Florida Building Code, places all costs for construction, maintenance and removal of the café as the responsibility of the applicant, and provides penalties for non-compliance.

Successful sidewalk café extensions are seen extensively in various locations throughout Florida. Staff expects between two and four applications for this type of use in downtown Leesburg.

**Options:**

1. Approve the proposed ordinance to establish standards and requirements for sidewalk café extensions, or;
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

There is no anticipated fiscal impact anticipated from this action, however, it is expected to have a positive financial impact on local businesses through increased activity in downtown Leesburg.

**Submission Date and Time:** 5/18/2016 3:12 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&amp;Z Manager</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA  
AMENDING THE CODE OF ORDINANCES CHAPTER 25,  
ARTICLE IV, ZONING, SECTION 25-383 ESTABLISHING  
STANDARDS FOR SIDEWALK CAFÉ DEVELOPMENT AND  
SEATING IN DOWNTOWN LEESBURG; PROVIDING A  
SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES;  
AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§25-281(1) -(5) is hereby repealed

§25 – 383 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended to read as set forth below:

**Sec. 25-383 Sidewalk Café Development**

**(1) Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Director** – shall mean the Community Development Director of the City of Leesburg.

**Planning and Zoning Manager** – shall mean the Planning and Zoning Manager of the City of Leesburg.

**Permittee** - means the recipient of a sidewalk cafe permit under the terms and provisions of this article.

**Sidewalk**- shall mean that paved portion of the street between the curb line or the lateral lines of a roadway and the adjacent property lines intended for use by pedestrians.

**Sidewalk café** - shall mean the placing, locating, or permitting of the placing or locating of chairs, benches, and/or tables within the public property adjacent to a business licensed to operate as a restaurant, entertainment or eating establishment in the Central Business District. The sidewalk café use shall be accessory only to a principle use of a restaurant, entertainment or eating establishment.

**Sidewalk café seating extension** – shall mean the extension of the sidewalk area to replace an existing parking space for the purpose of placing, locating, or permitting of the placing or locating of chairs, benches, and/or tables within the public property adjacent to a business licensed to operate as a restaurant, entertainment or eating establishment in the Central Business District. The sidewalk café use shall be accessory only to a principle use of a restaurant, entertainment or eating

establishment, and shall be open to the sky except that it may have awnings or umbrellas, and shall be used for dining, drinking and circulation therein pursuant to an approved limited use permit.

## **(2) Permitting**

- a. Sidewalk cafes and sidewalk café seating extensions shall be permitted within geographical areas designated CBD (Central Business District). Except as provided by this section, it shall be unlawful for any person to establish, construct or operate a sidewalk cafe or sidewalk café extension.
- b. Sidewalk cafes and sidewalk café seating extensions shall be required to apply for and receive a Limited Use Permit from the City of Leesburg Community Development Department.
- c. Sidewalk cafes and sidewalk café seating extensions shall be required to apply for and receive a Revocable License Agreement from the City of Leesburg.
- d. Permits for sidewalk cafes and sidewalk cafe seating extensions shall be issued to the applicant and shall not be transferable to any subsequent owner of the business or property. Should a business with a sidewalk café or sidewalk café seating extension change ownership, the new owner shall comply with the regulations set forth herein, and shall make applications for a new sidewalk café and or sidewalk café seating extension as appropriate, prior to utilizing the existing sidewalk café or sidewalk café seating extension.
- e. The City of Leesburg, its officers and employees shall not be responsible for sidewalk cafe components relocated during emergencies.
- f. The permit shall be specifically limited to the area shown on the exhibit attached to and made part of the permit.

## **(3) Application**

- a. Application for a permit to operate a sidewalk cafe shall be made at the Community Development Department in a form deemed appropriate by the director. Such application shall include but not be limited to the following information:
  - i. The name and address of the applicant;
  - ii. A copy of a valid business license to operate a restaurant or a takeout food establishment adjacent to the sidewalk area which is the subject of the application;
  - iii. A copy of a valid certificate of use for the building frontage adjacent to the sidewalk area which is the subject of the application;
  - iv. A copy of current liability insurance;
  - v. A scaled site drawing showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of tables, chairs and umbrellas, location of doorways, location of trees, sidewalk benches, trash receptacles, and any other sidewalk obstruction either existing or proposed within the pedestrian area.
  - vi. Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects related to the sidewalk cafe.
  - vii. Any other information or documentation required by staff to deem the application sufficient for processing.

#### **(4) Fees**

- a. Application Fees
  - i. Applications for a sidewalk café or sidewalk café seating extension shall be accompanied by a nonrefundable application fee of \$100.00.
  - ii. Applications for a Limited Use Permit shall be charged as noted on the City of Leesburg Planning and Zoning Fee schedule.
- b. Impact Fees
  - i. Sidewalk cafes and sidewalk café seating extensions shall be exempt from the assessment of City of Leesburg impact fees.
- c. Other Fees
  - i. The applicant shall be responsible for all other fees required to construct, operate and maintain a sidewalk café and/or sidewalk café seating extension as required by the City of Leesburg, Lake County, the State of Florida, or any government agency having jurisdiction.

#### **(5) Review**

- a. Applications for a sidewalk café or sidewalk café extension shall be reviewed by Community Development Staff for sufficiency. Insufficient applications shall be returned to the applicant within 10 days of receipt by the City with a written request for additional information needed to deem the application sufficient for review.
- b. Upon a finding of application sufficiency, applications shall be reviewed by the City of Leesburg Development Review Committee for conformance to all applicable City of Leesburg Code of Ordinances. Approval of an application shall be contingent upon meeting all requirements of the City of Leesburg.

#### **(6) Standards for Issuance**

- a. Sidewalk cafes are restricted to the frontage of the licensed restaurant or food service establishment for which the permit is issued.
- b. Sidewalk cafes shall be located in such a manner that a minimum five-foot-wide clear pedestrian path is maintained at all times. In areas of congested pedestrian activity, the review committee is authorized to require a wider or narrower pedestrian path, as circumstances dictate.
- c. Tables, chairs, umbrellas and any other objects provided with the sidewalk cafe shall be of quality design, materials and workmanship, both to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the downtown environment.

#### **(7) Construction and Costs**

- a. Construction
  - i. Construction of a sidewalk café seating extension shall comply with the Florida Building Code, and necessary permitting by the City of Leesburg.
  - ii. Construction of a sidewalk café seating extension in the right of way shall comply the Planning and Zoning Standard Construction Detail CD-1 and/or other such construction details as required by the City of Leesburg.
- b. Costs

- i. All costs associated with the construction of a sidewalk café and/ or sidewalk café seating extension shall be the sole responsibility of the applicant.

## **(8) Maintenance and Removal**

### **a. Maintenance**

- i. Tables, chairs, umbrellas and any other objects provided with a sidewalk cafe shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
- ii. The sidewalk area covered by the permit shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day and again at the close of each business day.
- iii. No advertising signs or business identification signs shall be permitted in the public right-of-way; this shall not prohibit the use of umbrellas carrying company logotypes.
- iv. No tables and chairs nor any other parts of sidewalk cafes shall be attached, chained or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.
- v. Umbrellas provided for a sidewalk cafe must be anchored in a sufficient manner to remain stationary under windy conditions.

### **b. Removal**

- i. Removal of a sidewalk café shall occur upon the closing of the business.
- ii. The Director may require the temporary removal of sidewalk cafes when street, sidewalk or utility repairs necessitate such action.
- iii. City departments may immediately remove or relocate all or parts of the sidewalk café or sidewalk café seating extensions in emergency situations.
- iv. The City of Leesburg, its officers and employees shall not be responsible for sidewalk cafe components relocated during emergencies.
- v. Sidewalk café and sidewalk café seating extension shall be restored to City of Leesburg street and sidewalk standards upon removal. All costs of removal and restoration shall be the responsibility of the applicant.

## **(9) Insurance/Indemnification**

- a. Prior to the issuance of a permit under this division, the applicant shall furnish the Director with a signed statement that the permittee shall hold harmless the City of Leesburg, including all officers and employees, and shall indemnify the City of Leesburg, including all officers and employees from any claims for damages or injury to property or persons which may be occasioned by any activity occurring in the area occupied by the sidewalk café and sidewalk café seating extension.
- b. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 for bodily injury, property damage, or any claims or injuries arising

from the sale or use of alcoholic beverages on the premises, respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name the City of Leesburg as an additional insured.

**(8) Revocation, Appeals and Penalties**

- a. Revocation - The director may deny, revoke or suspend a permit for any sidewalk cafe authorized in the city if it is found that:
  - i. Any business or health permit required by City, County, State or Federal law has been suspended, revoked or cancelled.
  - ii. The permittee does not maintain sufficient insurance as required herein.
  - iii. Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the sidewalk cafe. Such decision shall be based upon findings of the director that circumstances represent a danger to the health, safety or general welfare of pedestrians or vehicular traffic.
  - iv. The permittee has failed to correct violations of this article or conditions of his permit within three days of receipt of the director's notice of such violations delivered in writing to the permittee.
  - v. The permittee fails to control the conduct of customers by allowing them to harass or annoy or otherwise interfere with passing pedestrians or motorists.
  - vi. Tables, chairs and other vestiges of the sidewalk cafe may be removed by the city, and a reasonable fee charged for labor, transportation and storage, should the permittee fail to remove such items within 36 hours of receipt of the director's final notice to do so for any reason provided for under this article.
  - vii. Upon denial or revocation, the director shall give notice of such action to the applicant or the permittee in writing, stating the action which has been taken and the reason therefor. If the action of the director is based on subsection (a)(4) of this section, the action shall be effective upon giving such notice to the permittee. Otherwise, such notice shall become effective within ten days unless appealed to the City Commission.
- b. Penalties
  - i. Penalties for violations of this ordinance shall be assessed as provided in the City of Leesburg Code of Ordinances. Violations shall be first referred to the Code Enforcement Division for compliance, and may include an appearance before the Special Magistrate for assessment of fines.
- c. Appeals
  - i. Appeals shall be initiated within ten days of a permit denial or revocation under this division by filing a written notice of appeal with the city manager, and a copy of the notice shall be delivered the same day to the Planning and Zoning Manager.
  - ii. The city manager shall place the appeal on the first agenda of the City Commission for which proper notice can be given and shall notify the Director thereof. At the hearing upon the appeal, the City Commission shall hear and determine the appeal, and the decision of the City Commission shall be final and effective immediately.

- iii. The filing of a Notice of Appeal by a permittee shall stay an order by the Director to remove a sidewalk café or sidewalk café extension until the appeal hearing is completed by City Commission, unless said order notes a violation of public health, safety or welfare.

## **SECTION II.**

If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

## **SECTION III.**

All ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

## **SECTION IV.**

This ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of May, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
Jay Hurley, Mayor

Attest: \_\_\_\_\_  
J. Andi Purvis, City Clerk





**Existing sidewalk café at 5<sup>th</sup> and Main Street**



**2<sup>nd</sup> view of existing sidewalk café at 5<sup>th</sup> and Main Street.**





**Existing sidewalk café at 7<sup>th</sup> and Main Street.**



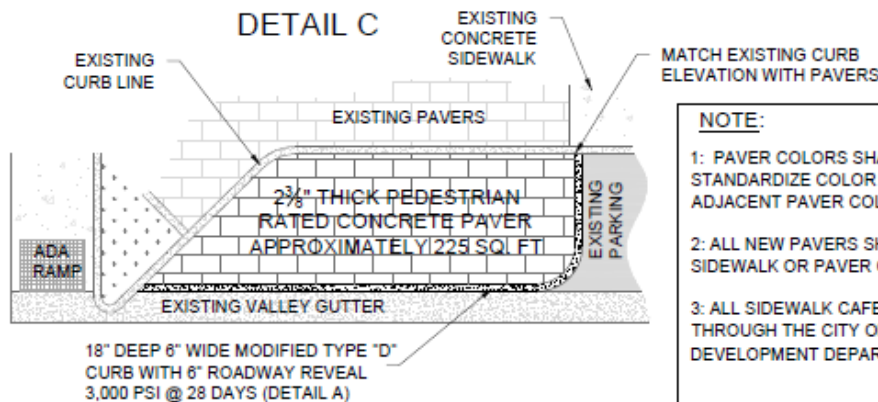
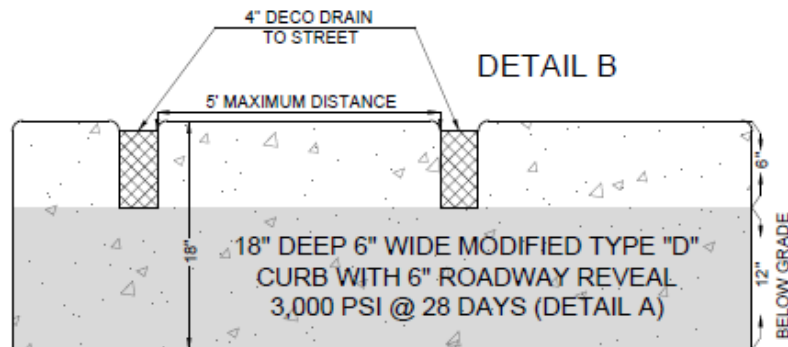
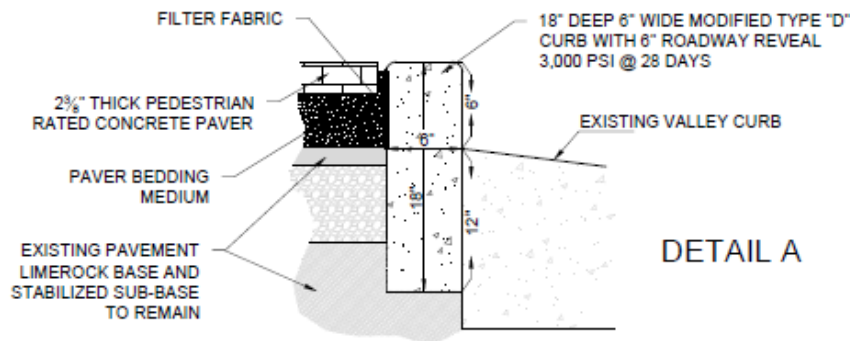
**Existing café on West Main utilizing a typical sidewalk café extension area.**





**Existing café on Main Street showing a typical walking path for pedestrians.**

# SIDEWALK CAFE DETAILS



## NOTE:

- 1: PAVER COLORS SHALL BE SELECTED FROM STANDARDIZE COLOR PALLET OR SHALL MATCH ADJACENT PAVER COLORS
- 2: ALL NEW PAVERS SHALL MEET THE ADJACENT SIDEWALK OR PAVER CURB GRADE
- 3: ALL SIDEWALK CAFES SHALL BE APPROVED THROUGH THE CITY OF LEESBURG, ECONOMIC DEVELOPMENT DEPARTMENT.



**LEESBURG**  
*The Lakefront City*

**City of Leesburg  
Standard Details**

DATE 07/29/2015

Detail ST-7



# AGENDA MEMORANDUM

**Item No:** 6B

**Meeting Date:** May 23, 2016

**From:** William Spinelli, CPA, Finance Director

**Subject:** Ordinance Incorporating New Parcels into the Boundaries of the CRA for the Caver Heights/Montclair Area CRA

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## Staff Recommendation:

Approve the Ordinance Incorporating New Parcels into the Boundaries of the CRA for the Caver Heights/Montclair Area CRA.

## Analysis:

The City desires the tax increment revenues from the parcels newly added to the Caver Heights/Montclair Area CRA be determined with reference to the 2015 tax roll as the "base year" for such parcels, without however affecting the base year used to determine tax increment revenues from property which was already within the CRA area.

## Options:

1. Approve Ordinance
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

The additional parcels will increase the Tax Base for the Caver Heights/Montclair Area CRA.

**Submission Date and Time:** 5/18/2016 3:12 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, INCORPORATING NEW PARCELS INTO THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS / MONTCLAIR AREA ("CRA"); ESTABLISHING THE BASE YEAR FOR DETERMINATION OF TAXABLE VALUE OF THESE NEWLY ADDED PARCELS AS THE TAX ROLL ADOPTED FOR TAX YEAR 2015, WITHOUT AFFECTING THE BASE YEAR FOR DETERMINING TAXABLE VALUE OF PARCELS PREVIOUSLY INCLUDED IN THE AREA OF THE CRA; PROVIDING THAT TAX INCREMENT REVENUES DERIVED FROM THE INCLUSION OF THE NEWLY ADDED AREAS WITHIN THE CRA BE DEPOSITED INTO THE ALREADY EXISTING REDEVELOPMENT TRUST FUND INTO WHICH REVENUES FROM PARCELS ALREADY INCLUDED IN THE CRA HAVE BEEN AND ARE CONTINUING TO BE DEPOSITED; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Leesburg, Florida, adopted Resolution No. 9630 adding property to the geographical boundaries of the existing Community Redevelopment Agency for the Carver Heights/Montclair Area (the "CRA"), and

**WHEREAS**, §163.387(1)(a)(2), Fla. Stat. (2015), specifies that the tax increment revenues derived from such property must be determined by the total assessed value shown on the most recent assessment roll promulgated by the Property Appraiser of Lake County, Florida, prior to the effective date of the ordinance providing for the funding of the Redevelopment Trust Fund (the "Trust Fund"), and

**WHEREAS**, the City desires the tax increment revenues from the parcels newly added to the CRA be determined with reference to the 2015 tax roll as the "base year" for such parcels, without however affecting the base year used to determine tax increment revenues from property which was already within the CRA area,

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:**

**SECTION I.**

The parcels of real property added to the CRA by passage of Resolution No.9630, adopted by the City Commission on July 13, 2015, are hereby incorporated into the boundaries of the CRA for purposes of inclusion of revenues derived from such property in the Trust Fund, as created by Ordinance 02-56 adopted August 12, 2002. The base year for computation of tax increment revenues on this newly added real property shall be the tax roll adopted by the Property Appraiser of

Lake County, Florida, for tax year 2015. However, tax increment revenues from all property previously included in the boundaries of the CRA, prior to adoption of Resolution No. 9630 and this Ordinance, shall continue to be computed utilizing the same base year tax roll as has been used since creation of the Trust Fund in 2002.

## **SECTION II.**

All revenues derived from the property added to the CRA by Resolution No. 9630 and this Ordinance shall be deposited into the same Trust Fund, created by Ordinance 02-56, into which revenues from property previously included within the boundaries of the CRA have been deposited since creation of the Trust Fund by Ordinance 02-56, and are continuing to be deposited.

## **SECTION III.**

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

## **SECTION IV.**

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

## **SECTION V.**

This Ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of May, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
JAY HURLEY, Mayor

Attest: \_\_\_\_\_  
J. ANDI PURVIS, City Clerk



# AGENDA MEMORANDUM

**Item No:** 6C

**Meeting Date:** May 23, 2016

**From:** William Spinelli, CPA Finance Director

**Subject:** Ordinance Amending Ordinance No. 15-49, Pertaining to the Redevelopment Trust Fund of the CRA for the U.S. Highway 441 & 27 Area ("CRA"), to Specify the Base year for Computation of the Tax Increment Revenues on Parcels of Real Property Within the CRA

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**Staff Recommendation:**

Approve the Ordinance Amending Ordinance No. 15-49, Pertaining to the Redevelopment Trust Fund of the CRA for the U.S. Highway 441 & 27 Area ("CRA"), to Specify the Base year for Computation of the Tax Increment Revenues on Parcels of Real Property Within the CRA.

**Analysis:**

The County is requiring the City to set the CRA Base Year to Fiscal Year 2015. The Original request for the Base Year was to use Fiscal Year 2014 as the Base Year. The Ordinance must be executed by the end of May in order for the City to use the FY 2015 Base Year.

**Options:**

1. Approve Ordinance
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

The change from the original FY 2006 Base Year will allow the CRA to collect TIFF revenue in FY 2016.

**Submission Date and Time:** 5/18/2016 3:13 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 15-49, PERTAINING TO THE REDEVELOPMENT TRUST FUND OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA ("CRA"), TO SPECIFY THE BASE YEAR FOR COMPUTATION OF THE TAX INCREMENT REVENUES ON PARCELS OF REAL PROPERTY WITHIN THE CRA SHALL BE THE TAX ROLL ADOPTED BY THE PROPERTY APPRAISER OF LAKE COUNTY, FLORIDA, FOR TAX YEAR 2015; PROVIDING ORDINANCE NO. 15-49 SHALL OTHERWISE CONTINUE IN EFFECT AS ADOPTED TO THE EXTENT NOT IN CONFLICT WITH THIS ORDINANCE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Leesburg, Florida, adopted Ordinance No. 15-49 on December 7, 2015, to alter the base year for computation of tax increment revenues within the CRA, and

**WHEREAS**, the base year specified for such computation in Ordinance No. 15-49 was the tax roll adopted by the Property Appraiser of Lake County, Florida, for tax year 2014; and

**WHEREAS**, §163.387(1)(a)(2), Fla. Stat. (2015), specifies the tax increment must be determined by reference to the most recent tax roll adopted prior to the effective date of the ordinance providing for the funding of the redevelopment trust fund, which for Ordinance 15-49 would have been the tax roll for tax year 2015, and

**WHEREAS**, the Property Appraiser of Lake County, Florida, has requested that Ordinance No. 15-49 be amended to modify the base year for computation of tax increment revenues from 2014 to 2015 as per §163.387(1)(a)(2), Fla. Stat. (2015),

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:**

**SECTION I.**

Sections IV and VI of Ordinance No. 15-49 are hereby amended to specify that the base year for computation of tax increment revenues for the CRA shall be the tax roll adopted by the Property Appraiser of Lake County, Florida, for tax year 2015.

**SECTION II.**

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of



any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

### **SECTION III.**

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

### **SECTION IV.**

This Ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of May, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
JAY HURLEY, Mayor

Attest: \_\_\_\_\_  
J. ANDI PURVIS, City Clerk